

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation; and AMAZON.COM SERVICES  
LLC, a Delaware limited liability corporation,

Plaintiffs,

v.

JONATHAN G. MORTON, an individual;  
ASIN ENTERPRISE MANAGEMENT  
CONSULTING LTD. CO., a China corporation;  
SHENZHEN LUNA TECHNOLOGY CO.,  
LTD., a China corporation; HUANHUAN  
LIAO, an individual; CHENLIANG ZHONG,  
an individual; GUOLIANG ZHONG, an  
individual; and DOES 1-10,

Defendants.

No. 2:24-cv-1471

**COMPLAINT FOR CANCELLATION  
OF FEDERAL TRADEMARK  
REGISTRATIONS (NOS. 6,657,922  
AND 6,492,824), DAMAGES, AND  
EQUITABLE RELIEF**

**I. INTRODUCTION**

1. This case involves Defendants' coordinated scheme to apply for and obtain fraudulent trademark registrations from the United States Patent and Trademark Office ("USPTO"), and to exploit those fake trademarks to improperly gain access to Amazon's Brand Registry program, an intellectual property-protection service. Brand Registry provides brands that enroll with access to advanced capabilities to find and report infringement violations in Amazon's stores, including the Amazon.com store (the "Amazon Store"). To be eligible for Brand Registry, rightsholders must have an active trademark registration, or in some

1 circumstances, a pending trademark application. After using fraudulent trademarks to open  
2 Brand Registry accounts, certain Defendants submitted false intellectual property infringement  
3 notices to Amazon in an effort to remove content and product listings of Amazon selling partners  
4 from the Amazon Store.

5       2.       This deceptive scheme was facilitated by an attorney, Jonathan G. Morton  
6 (“Morton”),<sup>1</sup> and a Chinese company, Asin Enterprise Management Consulting Ltd. Co. (“Asin  
7 Enterprise”). Together, Morton and Asin Enterprise deceived the USPTO by procuring  
8 thousands of fraudulent trademark registrations. Morton and Asin Enterprise both profited from  
9 their fraudulent scheme through the collection of fees in exchange for filing fraudulent trademark  
10 applications on behalf of their clients and for assisting their clients in gaining access to Brand  
11 Registry. Asin Enterprise’s collaboration with Morton was designed to circumvent the USPTO’s  
12 “U.S. counsel rule,” which requires all foreign-domiciled trademark applicants to be represented  
13 by an attorney who is licensed to practice law in the United States. Morton allowed Asin  
14 Enterprise to use his credentials to create the false appearance that the trademark applications  
15 were being prepared, reviewed, and filed by a U.S.-licensed attorney. In reality, Morton  
16 performed little or no review of the applications, which contained false statements and fake  
17 specimens of use. When the USPTO discovered that Morton and Asin Enterprise filed thousands  
18 of fraudulent trademark applications, the USPTO temporarily suspended Morton from practicing  
19 before the USPTO and issued a Show Cause Order against Asin Enterprise.

20       3.       Many of Morton’s and Asin Enterprise’s clients were innocent Amazon selling  
21 partners who used the trademark applications and registrations procured by Morton and Asin  
22 Enterprise to create at least 3,500 Brand Registry accounts. These selling partners were  
23 unfamiliar with the USPTO’s rules, were unaware of Morton’s and Asin Enterprise’s scheme,  
24 and unknowingly obtained trademark registrations through fraudulent filings by Asin Enterprise

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25 <sup>1</sup> Morton is currently licensed to practice law in New York, and is temporarily suspended from practicing law in  
26 Florida because of the scheme alleged in this Complaint. *See The Florida Bar v. Morton*, No. SC22-1574  
27 (suspending Morton’s Florida license for 18 months). At the time of the scheme, Morton represented that he  
maintained a law office in Florida. On information and belief, Morton currently resides in Japan, and resided there  
during the actions described in this Complaint.

1 and Morton. On information and belief, many of Morton's and Asin Enterprise's clients would  
2 not have used their services had they known that their trademarks were obtained through fraud.  
3 In those instances, Morton and Asin Enterprise defrauded their own clients into paying fees for  
4 essentially worthless trademark registrations.

5 4. A subset of Morton's and Asin Enterprise's clients were bad actors who used their  
6 Brand Registry accounts to submit at least 5,400 fraudulent takedown notices in the Amazon  
7 Store to attack Amazon's selling partners in an effort to remove their listings from the Amazon  
8 Store. In some cases, the victim selling partners' listings were temporarily removed in response  
9 to the takedown notices, depriving those selling partners of sales during the time period when the  
10 listings were suppressed.

11 5. Amazon.com, Inc., and Amazon.com Services LLC (collectively, "Amazon")  
12 bring this lawsuit to protect Amazon's selling partners and customers; to prevent and enjoin  
13 Defendants from abusing Brand Registry and harming the Amazon Store; to cancel the  
14 fraudulent trademark registrations that were used to open Brand Registry accounts and to issue  
15 false trademark takedowns; and to hold Defendants accountable for their illegal actions.

16 6. Amazon.com Services LLC owns and operates the Amazon Store, and Amazon's  
17 affiliates own and operate equivalent international stores and websites. Amazon's stores offer  
18 products and services to customers in more than 100 countries around the globe. Some of the  
19 products are sold directly by Amazon entities, while others are sold by Amazon's numerous  
20 third-party selling partners. Amazon is one of the most well-recognized, valuable, and trusted  
21 brands in the world. To protect its customers and safeguard its reputation for trustworthiness,  
22 Amazon has invested heavily, both in terms of time and resources, to prevent fraud and abuse in  
23 Amazon's stores and to ensure the quality and authenticity of the products available in Amazon's  
24 stores.

25 7. As part of this mission, and consistent with the notice-and-takedown procedure  
26 set forth in the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, Amazon has  
27 developed a suite of intellectual property-protection mechanisms for rightsholders to submit

1 requests for removal of content that they believe violates their intellectual property rights. One of  
2 Amazon's intellectual property-protection services is Brand Registry. Amazon also invests  
3 heavily to protect its third-party selling partners and to ensure that Amazon's intellectual  
4 property-protection measures are not abused by bad actors, so that listings of non-infringing  
5 products remain active and available for purchase by Amazon's customers.

6 8. On or about March 26, 2021, Morton and Asin Enterprise filed a fraudulent  
7 application to register the trademark "Futaiphy" with USPTO Application Serial Number  
8 90604827 (the "Futaiphy Trademark")<sup>2</sup> on behalf of Defendants Shenzhen Luna Technology  
9 Co., Ltd. ("Shenzhen Luna"), and Huanhuan Liao ("Liao") (together, the "Futaiphy  
10 Defendants"). The Futaiphy Defendants used the application for the Futaiphy Trademark to  
11 improperly gain access to Brand Registry and use Amazon's notice-and-takedown procedures to  
12 target and remove content from product listings in the Amazon Store, even though the content  
13 and listings did not infringe any intellectual property rights owned by the Futaiphy Defendants.

14 9. On or about December 11, 2020, Morton and Asin Enterprise filed a fraudulent  
15 application to register the trademark "Tfnyct" with USPTO Application Serial Number  
16 90376905 (the "Tfnyct Trademark")<sup>3</sup> on behalf of Defendants Chenliang Zhong ("Chen Zhong")  
17 and Guoliang Zhong ("Guo Zhong," together with Chen Zhong, the "Tfnyct Defendants," and  
18 with the Futaiphy Defendants, the "False Takedown Defendants"). The Tfnyct Defendants used  
19 the application for the Tfnyct Trademark to improperly gain access to Brand Registry and use  
20 Amazon's notice-and-takedown procedures to target and remove content from product listings in  
21 the Amazon Store, even though the content and listings did not infringe any intellectual property  
22 rights owned by the Tfnyct Defendants. The Futaiphy Trademark and the Tfnyct Trademark are  
23 but two examples of the thousands of fraudulent trademark applications that Morton and Asin  
24 Enterprise facilitated to help their clients access Brand Registry.

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27 <sup>2</sup> This application later matured into Registration Number 6,657,922.

<sup>3</sup> This application later matured into Registration Number 6,492,824.

10. Despite Amazon's efforts to curb this type of abuse, in limited circumstances the False Takedown Defendants' scheme worked, and materials related to some product listings were temporarily taken down from the Amazon Store in response to the False Takedown Defendants' invalid and fraudulent complaints, resulting in losses to victim selling partners. Defendants' willful deception has resulted in direct harm to Amazon, which has expended significant resources in investigating and addressing Defendants' wrongdoing. Defendants' actions have also caused financial harm to Amazon's selling partners, and their illicit conduct threatens to undermine customer trust in the Amazon Store as a store with a wide selection of products and the best prices.

11. Amazon brings this lawsuit to hold Defendants accountable and to prevent Defendants from inflicting future harm on Amazon, its selling partners, and its customers. In addition, Amazon seeks cancellation of the fraudulent registrations for the Tfnyc Trademark and Futaiphy Trademark that Defendants used to improperly gain access to Brand Registry and to issue false trademark infringement notice-and-takedowns in the Amazon Store.

## II. PARTIES

12. Amazon.com, Inc. is a Delaware corporation with its principal place of business located in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal place of business in Seattle, Washington.

13. On information and belief, Defendant Morton is an individual who currently resides in Tokyo, Japan. Morton participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint related to the applications to file the Futaiphy Trademark, the Tfnyc Trademark, and at least 221 other fraudulent trademark applications that were used to submit abusive takedowns in the Amazon Store. Specifically, Defendant Morton was listed as attorney of record in the USPTO applications to register these marks. However, Morton did not actually prepare, review, or sign the vast majority of these applications. Instead, Morton allowed Defendant Asin Enterprise to prepare and/or file these applications on his behalf with minimal or no oversight.

1           14. Defendant Asin Enterprise is a Chinese corporation that participated in and/or had  
2 the right and ability to supervise, direct, and control the wrongful conduct alleged in this  
3 Complaint related to the applications to file the Futaiphy Trademark, the Tfnycy Trademark, and  
4 at least 221 other fraudulent trademark applications that were used to submit abusive takedowns  
5 in the Amazon Store. Specifically, Defendant Asin Enterprise had an agreement with Morton to  
6 use Morton's name and credentials to file USPTO applications to register trademarks, even  
7 though Morton did not prepare, review, or sign the vast majority of the trademark applications.  
8 Instead, Defendant Asin Enterprise or its agents prepared the applications with minimal or no  
9 oversight from Morton.

10           15. Defendant Shenzhen Luna is a Chinese corporation that participated in and/or had  
11 the right and ability to supervise, direct, and control the wrongful conduct alleged in this  
12 Complaint related to the Futaiphy Trademark, and derived a direct financial benefit from that  
13 wrongful conduct. Specifically, Defendant Shenzhen Luna is the owner of the Futaiphy  
14 Trademark according to the USPTO's records. Defendant Shenzhen Luna registered and was  
15 responsible for the Amazon selling account named "Lunakj" (the "Lunakj Selling Account") that  
16 was used to create the Amazon Brand Registry account bearing account number 1113755, for  
17 which the Futaiphy Trademark was added on or about April 2, 2021 (the "Futaiphy Brand  
18 Registry Account"). On information and belief, Defendant Shenzhen Luna acted in concert with  
19 the other Futaiphy Defendants in operating the Futaiphy Brand Registry Account and the Lunakj  
20 Selling Account. On further information and belief, Shenzhen Luna acted in concert with  
21 Morton, Asin Enterprise, and the other Futaiphy Defendants to fraudulently register the Futaiphy  
22 Trademark.

23           16. Defendant Liao is an individual residing in China who participated in and/or had  
24 the right and ability to supervise, direct, and control the wrongful conduct alleged in this  
25 Complaint related to the Futaiphy Trademark, and derived a direct financial benefit from that  
26 wrongful conduct. Specifically, Defendant Liao was responsible for the Lunakj Selling Account,  
27 which was used to create the Futaiphy Brand Registry Account. On information and belief,

1 Defendant Liao acted in concert with the other Futaiphy Defendants in operating the Futaiphy  
2 Brand Registry Account and the Lunakj Selling Account. On further information and belief, Liao  
3 acted in concert with Morton, Asin Enterprise, and the other Futaiphy Defendants to fraudulently  
4 register the Futaiphy Trademark.

5 17. Defendant Chen Zhong is an individual residing in China who participated in  
6 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in  
7 this Complaint related to the Tfnyc Trademark, and derived a direct financial benefit from that  
8 wrongful conduct. Specifically, Defendant Chen Zhong is the owner of the Tfnyc Trademark  
9 according to the USPTO's records. Defendant Chen Zhong registered and was responsible for  
10 the Amazon selling account named "BDliccs" (the "BDliccs Selling Account"),<sup>4</sup> which was used  
11 to create the Amazon Brand Registry account bearing account number 938407, for which the  
12 Tfnyc Trademark was added on or about December 22, 2020 (the "Tfnyc Brand Registry  
13 Account"). On information and belief, Defendant Chen Zhong acted in concert with the other  
14 Tfnyc Defendants in operating the Tfnyc Brand Registry Account and the BDliccs Selling  
15 Account. On further information and belief, Chen Zhong acted in concert with Morton, Asin  
16 Enterprise, and the other Tfnyc Defendants to fraudulently register the Tfnyc Trademark.

17 18. Defendant Guo Zhong is an individual residing in China who participated in  
18 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in  
19 this Complaint related to the Tfnyc Trademark, and derived a direct financial benefit from that  
20 wrongful conduct. Specifically, Defendant Guo Zhong was responsible for the BDliccs Selling  
21 Account that was used to create the Tfnyc Brand Registry Account. On information and belief,  
22 Defendant Guo Zhong acted in concert with the other Tfnyc Defendants in operating the Tfnyc  
23 Brand Registry Account and the BDliccs Selling Account. On further information and belief,  
24 Guo Zhong acted in concert with Morton, Asin Enterprise, and the other Tfnyc Defendants to  
25 fraudulently register the Tfnyc Trademark.

26  
27 <sup>4</sup> Defendant Chen Zhong registered the BDliccs Selling Account through a Chinese company he controls, Quanzhou Lianzhi Trading Co., Ltd.



19. On information and belief, Doe Defendants 1-10 (the “Doe Defendants”) are individuals and entities working in active concert with each other, and the False Takedown Defendants, Asin Enterprise, and/or Morton to prepare and submit fraudulent trademark applications to the USPTO for the purpose of helping bad actors improperly gain access to Brand Registry, and/or to prepare and submit false takedown requests to Amazon. On further information and belief, the Doe Defendants are working in active concert with each other, and Defendants Morton and Asin Enterprise to prepare and file fraudulent trademark applications with the USPTO. The identities of the Doe Defendants are currently unknown to Amazon.

20. Defendants Morton, Asin Enterprise, the False Takedown Defendants, and the Doe Defendants are collectively referred to as “Defendants.”

### III. JURISDICTION AND VENUE

21. The Court has subject matter jurisdiction over Amazon’s claim under Title II of the DMCA, 17 U.S.C. § 512 (First Claim) pursuant to 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Amazon’s claims for common law torts under Washington law (Second through Fifth Claims) pursuant to 28 U.S.C. §§ 1332 and 1367. The Court has subject matter jurisdiction over Amazon’s Lanham Act claims for cancellation (Sixth Claim) and civil liability for false or fraudulent registration (Seventh Claim) pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

22. The Court has personal jurisdiction over Defendants because they intentionally committed tortious acts directed to the State of Washington, resulting in harm to Amazon in Washington, and Amazon’s claims arise from those activities.

23. The False Takedown Defendants affirmatively sought and used the services of Amazon, a corporation with its principal place of business in Washington, through Amazon’s Brand Registry program. Each Defendant committed, or facilitated the commission of, tortious acts directed at Washington and has wrongfully caused Amazon substantial injury in Washington.



1           24.     Specifically, the False Takedown Defendants created and/or used Brand Registry  
2 accounts, and in doing so, entered into binding and enforceable agreements with Amazon in  
3 Washington by accepting the Brand Registry Terms of Use. The False Takedown Defendants  
4 used their Brand Registry Accounts to direct fraudulent conduct at Amazon in Washington,  
5 including by falsely asserting to Amazon that they possessed intellectual property rights in  
6 content and products listed in the Amazon Store.

7           25.     Defendants Morton and Asin Enterprise similarly acted in concert to commit, or  
8 facilitate the commission of, tortious acts directed at Washington, and each has wrongfully  
9 caused Amazon substantial injury in Washington. Morton and Asin Enterprise knew and  
10 intended that the fraudulent trademark applications they facilitated on behalf of their clients,  
11 including without limitation the False Takedown Defendants, would be used to improperly open  
12 Brand Registry accounts. In fact, in the course of assisting their clients in opening Brand  
13 Registry accounts, Defendants Morton and Asin Enterprise received registration codes at the  
14 email addresses provided for the attorney of record for the trademark applications in the  
15 USPTO's records, including without limitation at the email addresses associated with the  
16 Futaiphy and Tfnyct Trademarks. Defendants Morton and/or Asin Enterprise then sent the  
17 respective codes to their clients, including without limitation bad actors such as the False  
18 Takedown Defendants, so their clients could complete the Brand Registry registration process  
19 using the fake trademarks that Morton and Asin Enterprise procured. On information and belief,  
20 Morton and Asin Enterprise knew that certain of their clients were bad actors who were  
21 improperly opening Brand Registry accounts in order to engage in abusive conduct targeting the  
22 Amazon Store, including by issuing false takedown notices.

23           26.     Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
24 substantial part of the events giving rise to the claims occurred in the Western District of  
25 Washington.  
26  
27

1           27. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division  
2 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving  
3 rise to the suit occurred, and (c) Defendants directed their unlawful conduct.

4                                   **IV. FACTUAL BACKGROUND**

5           **A. The DMCA's Notice-And-Takedown Procedure, 17 U.S.C. § 512**

6           28. In 1998, Congress passed the DMCA “to facilitate the robust development and  
7 world-wide expansion of electronic commerce, communications, research, development, and  
8 education in the digital age.” S. Rep. No. 105-190, at 1-2. Given the nature of the internet, online  
9 service providers often are not in the best position to make sophisticated judgments about the  
10 nature or legality of the materials that users post or contribute. Online services often lack  
11 necessary information (for example, information about the existence of licenses between their  
12 users and rightsholders) to make determinations about whether material posted to a website  
13 infringes lawfully held copyrights. Understanding this, Congress struck a careful balance with  
14 the DMCA between protecting the legitimate rights of copyright owners against the incidence of  
15 online infringement while fostering the development and growth of internet services, by creating  
16 a safe harbor from copyright infringement claims for service providers that meet certain  
17 conditions.

18           29. In particular, Title II of the DMCA, 17 U.S.C. § 512(c), provides a “notice-and-  
19 takedown” framework that gives rightsholders and online service providers both procedural  
20 consistency and legal certainty in how complaints of copyright infringement based on user  
21 content are handled. This framework relies on those asserting exclusive rights under copyright to  
22 provide particularized details about their claims of infringement, including an assurance under  
23 penalty of perjury that the complaining party is authorized to act on behalf of the owner of an  
24 exclusive right, and a statement that the submitter has a good faith belief that the complained-of  
25 use of the copyrighted content is not authorized. Recognizing that service providers are  
26 intermediaries and cannot, and should not, be required to make difficult legal determinations  
27 about the status of copyrights and content, the DMCA's notice-and-takedown framework places

the burden on those asserting rights—who are better positioned to know the facts relating to copyright ownership and infringement—to submit notifications of claimed infringement that contain certain elements. 17 U.S.C. § 512(c)(3)(A). In turn, Subsection 512(c) of the DMCA offers service providers that host content posted by third parties certain protections from copyright liability for third-party content if, in addition to meeting other conditions, the service provider expeditiously removes or disables access to materials complained of in compliant notifications. 17 U.S.C. § 512(c)(1). Indeed, an intermediary risks losing protection under the DMCA safe harbor protection if it receives, but does not expeditiously act upon, a notification claiming infringement that contains substantially all of the specified elements, discussed below.

30. To be effective under the DMCA, a notification of claimed infringement must be submitted in writing by a person authorized to act on behalf of the owner of the rights that are allegedly being infringed, and it must contain certain elements. 17 U.S.C. § 512(c)(3)(A). The elements of a DMCA-compliant notification of claimed infringement are:

- a. A signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. 17 U.S.C. § 512(c)(3)(A)(i).
- b. Identification of the copyrighted work claimed to have been infringed.  
17 U.S.C. § 512(c)(3)(A)(ii).
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. 17 U.S.C. § 512(c)(3)(A)(iii).
- d. Information reasonably sufficient to permit the service provider to contact the complaining party. 17 U.S.C. § 512(c)(3)(A)(iv).
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. 17 U.S.C. § 512(c)(3)(A)(v).

f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. 17 U.S.C. § 512(c)(3)(A)(vi).

31. The DMCA specifically requires rightsholders to support their claims of infringement with statements made under penalty of perjury, and it relies on the accuracy of the notifications that persons making assertions of copyright infringement submit to service providers. Accordingly, neither the DMCA's notice-and-takedown framework, nor its conditions for safe-harbor protections, require a service provider proactively to monitor its service or affirmatively to seek facts indicating infringing activity. 17 U.S.C. § 512(m).

32. The DMCA also protects the service providers' reasonable expectations that they will not be subjected to fraudulent takedown requests. In particular, the DMCA provides a cause of action to any service provider that is injured due to knowing, material misrepresentations in a notification of allegedly infringing material: "Any person who knowingly materially misrepresents under this section . . . that material or activity is infringing . . . shall be liable for any damages, including costs and attorneys' fees, incurred . . . by a service provider, who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing . . . ." 17 U.S.C. § 512(f).

#### **B. Amazon's Systems for Protecting Rightsholders and Processing Takedown Requests**

33. Amazon works hard to make the Amazon Store a place where customers can conveniently select from a wide array of authentic and non-infringing products at competitive prices.

34. Amazon respects intellectual property rights and invests substantial resources to ensure that when customers make purchases through the Amazon Store, either directly from Amazon or from one of its millions of selling partners, customers receive non-infringing products made by the true manufacturer of those products. In 2023 alone, Amazon invested over

1 \$1.2 billion and employed more than 15,000 people to protect its stores from counterfeits, fraud  
 2 and other forms of abuses. Amazon stopped over 700,000 suspected bad-actor selling accounts  
 3 before they published a single listing for sale.

4 35. In 2017, Amazon launched Amazon Brand Registry, a free service that offers  
 5 rightsholders an enhanced suite of tools for monitoring and reporting potential instances of  
 6 infringement, regardless of their relationship with Amazon. To be eligible for Brand Registry,  
 7 rightsholders must have an active trademark registration, or in some circumstances, a pending  
 8 trademark application.<sup>5</sup> Brand Registry delivers automated brand protections that use machine  
 9 learning to predict potential infringement and offers registered brands tools to proactively protect  
 10 their intellectual property. Brand Registry also offers participants enhanced search utilities that  
 11 use state-of-the-art image search technology to search for and report potentially infringing  
 12 product listings more easily. Brand Registry further provides rightsholders a streamlined  
 13 procedure for reporting instances of alleged infringement, including trademark and copyright  
 14 infringement, using the “Report a Violation” tool.

15 36. Consistent with the notice-and-takedown procedures set forth in the DMCA,  
 16 Amazon has developed multiple mechanisms for copyright owners to submit notifications of  
 17 copyright infringement. The three main methods are (1) by notifying Amazon’s Copyright Agent  
 18 in writing;<sup>6</sup> (2) if the copyright owner has an Amazon account, by submitting notice via  
 19 Amazon’s Report Infringement form;<sup>7</sup> and (3) if the copyright owner has a Brand Registry  
 20 account, by using Amazon’s “Report a Violation” Tool.

21 37. Pursuant to the DMCA, regardless of the notification method, Amazon asks  
 22 copyright owners or their agents submitting written notifications of infringement to include both  
 23 “[a] statement by you that you have a good-faith belief that the disputed use is not authorized by  
 24 \_\_\_\_\_

25 <sup>5</sup> The detailed eligibility requirements for Brand Registry are accessible at  
<https://brandservices.amazon.com/brandregistry/eligibility>.

26 <sup>6</sup> Rightsholders need not have an Amazon customer, seller, or Brand Registry account in order to submit notices of  
 claimed copyright infringement to Amazon’s Copyright Agent.

27 <sup>7</sup> <https://www.amazon.com/report/infringement/signin>. A printout of a blank Report Infringement form for a  
 copyright complaint is attached as **Exhibit A** to this Complaint.

1 the copyright owner, its agent, or the law” and “[a] statement by you, made under penalty of  
2 perjury, that the above information in your notice is accurate and that you are the copyright  
3 owner or authorized to act on the copyright owner’s behalf.”

4 38. For example, before submitting a takedown request through the “Report  
5 Infringement” form or Amazon’s Brand Registry “Report a Violation” tool, the submitter must  
6 read and affirm the following statements:

- 7 a. “I have a good faith belief that the content(s) described above violate(s) my rights  
8 described above or those held by the rights owner, and that the use of such  
9 content(s) is contrary to law.”
- 10 b. “I declare, under penalty of perjury, that the information contained in this  
11 notification is correct and accurate and that I am the owner or agent of the owner  
12 of the rights described above.”
- 13 c. “I understand that, if accepted, the information included in this report may be  
14 shared by Amazon with all the reported sellers, with the exception of any order  
15 ID number(s).”

16 39. When Amazon receives a notice of claimed copyright infringement, it confirms  
17 that the notice contains the elements required by the DMCA and, if appropriate, expeditiously  
18 removes the content that allegedly infringes the purported copyright owner’s rights, both to  
19 comply with the DMCA and to protect the interests of legitimate rightsholders. This can lead to  
20 the removal of entire product listings, or materials appearing in product listings (such as product  
21 images), from the Amazon Store unless and until the seller takes the appropriate steps to have  
22 what was removed reinstated.

23 40. As an online service provider, Amazon often must rely on the accuracy of the  
24 statements submitted by purported rightsholders, particularly as copyrights are often  
25 unregistered.

26 41. Some bad actors, however, have sought to abuse Amazon’s reporting and  
27 takedown processes to seek removal of materials from product listings even if they have no valid

1 rights to assert. For example, some bad actors send Amazon takedown requests that falsely  
2 accuse a product listing of infringing the bad actor's purported copyright.

3 42. One tactic that bad actors use to appear as legitimate rightsholders involves  
4 creating fake, disposable websites, with images scraped from the Amazon Store, and then  
5 submitting takedown requests that falsely claim copyright ownership over the scraped images.  
6 The bad actors then submit copyright complaints against those same product listings, presenting  
7 the URLs for the "dummy" websites, and the scraped images, as purported evidence that those  
8 product listings infringe the bad actors' protected copyrights.

9 43. Amazon also allows rightsholders to report listings that violate their trademark  
10 rights, including through Amazon's Report Infringement form and Amazon's Brand Registry  
11 "Report a Violation" tool. Amazon handles and processes notices of trademark infringement for  
12 products listed for sale in the Amazon Store in a similar manner to how it handles notices of  
13 copyright infringement, as set forth above. Once Amazon receives a report that a product or  
14 listing infringes on a rightsholder's trademark, Amazon will review that claim and determine the  
15 appropriate response to protect the rightsholder, the Amazon Store, and its customers.

16 44. Another tactic bad actors use to take advantage of Amazon's intellectual property  
17 infringement policies is to report non-infringing listings and falsely claim the listings violate  
18 their trademark rights, which can involve tampering with product listings to falsely insert  
19 trademarks into the product images or descriptions prior to submitting trademark complaints.

20 45. Bad actors may use these tactics as a way of attacking and fraudulently  
21 suppressing or altering listings for others' products so that consumers are more likely to buy the  
22 same products from the bad actors or their affiliates, rather than from the victim selling partners  
23 who are the subject of the attacks. Indeed, a fraudulent assertion of an intellectual property  
24 violation can be indistinguishable from a legitimate one, and may trigger Amazon's obligations  
25 to remove the product listing from the Amazon Store. To the extent that a false assertion of  
26 infringement results in the removal of content from accused product listings, however  
27 temporarily, that unlawful and expressly prohibited conduct undermines the trust that customers,



sellers, and manufacturers place in Amazon and tarnishes Amazon's brand and reputation, thereby causing irreparable harm to Amazon. This false assertion also harms Amazon selling partners, whose ability to sell their products in the Amazon Store is adversely impacted when their listings are removed.

46. Amazon innovates on behalf of customers and selling partners to improve Amazon's notice-and-takedown processes, and to combat abuse. Amazon employs dedicated teams of software engineers, research scientists, program managers, and investigators to help ensure that legitimate sellers and product listings remain in the Store despite the efforts of bad actors to abuse the notice-and-takedown framework for intellectual property violations and to exploit Amazon's systems.

47. In addition to these measures, Amazon actively cooperates with rightsholders and law enforcement to identify and prosecute bad actors suspected of engaging in illegal activity. Lawsuits like this one are integral components of Amazon's efforts to combat improper and fraudulent takedown schemes.

### C. Process for Opening A Brand Registry Account.

48. Signing up for Brand Registry requires several affirmative actions on the part of the applicant, including acceptance of the Brand Registry Terms of Use.

49. When a person applies to participate in Brand Registry, Amazon presents them with the following screen:

#### Terms of Use

##### Amazon Brand Registry Terms of Use

We want every brand to join and use Brand Registry, so we have modified these Terms to make them as simple as possible. Effective 4/25/2020, the following terms apply to your use of Brand Registry:

1. You represent that you own or are authorized by the brand to act on behalf of any brands you register in Brand Registry.
2. You agree that you will provide information that is accurate and truthful to the best of your knowledge in connection with the use of Brand Registry.
3. The Conditions of Use associated with your Amazon account will not apply to your use of Brand Registry.

Go back

Accept and continue

50. As shown above, the Brand Registry enrollment screen requires the applicant to read and affirm the following statement: “You agree that you will provide information that is accurate and truthful to the best of your knowledge in connection with the use of Brand Registry.”

51. Additionally, to be eligible for a Brand Registry account, a rightsholder must demonstrate that they have an active trademark registration or, in some circumstances, a pending trademark application. In order to verify that the Brand Registry account applicant has an active trademark registration or pending trademark application, Amazon sends a registration code to the email address or addresses provided for the attorney of record for the trademark holder or applicant, as those email address or addresses appears in the USPTO’s records. Brand Registry applicants can only complete their enrollment if they provide this registration code to Amazon to confirm their ownership of the trademark registration or application they have identified.

**D. Asin Enterprise and Morton Procured Fraudulent Trademark Applications and Registrations In Order To Facilitate the Creation of Brand Registry Accounts and the Issuance of Fraudulent Takedowns in the Amazon Store.**

**Asin Enterprise.**

52. Asin Enterprise and Morton, acting both jointly and independently, facilitated the improper opening of Brand Registry accounts and the issuance of fraudulent takedown notices and other abuses of Brand Registry, on behalf of bad actors who abused Brand Registry and Amazon’s stores, including without limitation the False Takedown Defendants.

53. Asin Enterprise is a China-based entity that sells U.S. trademark registration services. On information and belief, Asin Enterprise’s client base consists primarily of businesses and individuals in China with Amazon selling accounts who are seeking a trademark registration in order to gain access to Brand Registry. Indeed, the word “Asin” in the company’s name reflects that the company is specifically marketing its services to sellers in Amazon’s stores. “ASIN” is an abbreviation that Amazon uses to refer to “Amazon Standard Identification Number,” which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification. Moreover, Asin Enterprise’s website

1 ([asintm.com](http://asintm.com)) actively targets Amazon sellers, falsely describing itself as a “gold medal  
2 intellectual property partner of Amazon,”<sup>8</sup> and Asin Enterprise promotes Brand Registry through  
3 its social media accounts.

4 54. Asin Enterprise is responsible for, both directly as well as through its agents such  
5 as Morton, filing thousands of USPTO trademark applications on behalf of its clients and  
6 assisting with Brand Registry applications of a substantial number of its clients.

7 55. Asin Enterprise’s trademark registration activities directed at Amazon have been  
8 systematic and continuous. At least 3,500 of Asin Enterprise’s fraudulent trademark applications  
9 resulted in Brand Registry applications. Thus, Asin Enterprise received over 3,500 emails from  
10 Amazon with Brand Registry codes, and thus knew its clients were using their trademark  
11 registration services to gain entry to Brand Registry. On information and belief, Asin Enterprise  
12 knew that its clients were using the trademark applications they filed to sell products in the  
13 Amazon Store because a large number of the specimens depicting use of the marks in commerce  
14 that were prepared by Asin Enterprise and filed with the USPTO purported to show use of the  
15 trademarks in the Amazon Store.

16 56. The USPTO requires all foreign-domiciled trademark applicants to be represented  
17 by an attorney who is licensed in the United States. See 37 C.F.R. § 2.11(a); 84 F.R. 31498.  
18 Foreign applicants may not circumvent this “U.S. Counsel Rule” by hiring a U.S.-licensed  
19 lawyer who has minimal or no participation in the trademark application process. *See* 37 C.F.R.  
20 §§ 11.101, 11.103, 11.503, 11.505, 11.804(c).

21 57. In 2019, the USPTO promulgated the U.S. Counsel Rule “in response to the  
22 increasing problem of foreign trademark applicants who purportedly are pro se . . . and who are  
23 filing inaccurate and possibly fraudulent submissions that violate the Trademark Act (Act) and/or  
24 the USPTO’s rules.” Requirement of U.S. Licensed Attorney for Foreign Trademark Applicants  
25 and Registrants, 84 Fed. Reg. 127 (July 2, 2019) (codified at 37 CFR Parts 2, 7, and 11). The  
26 USPTO found that “foreign applicants file applications claiming use of a mark in commerce, but  
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<sup>8</sup> This quotation has been translated from Chinese to English.

frequently support the use claim with specimens that indicate the mark may not actually be in use,” often “on the advice, or with the assistance, of foreign individuals and entities who are not authorized to represent trademark applicants before the USPTO.” *Id.* The prevalence of fraudulent filings by foreign applicants “undermines the accuracy and integrity of the U.S. trademark register and its utility as a means for the public to reliably determine whether a chosen mark is available for use or registration, and places a significant burden on the trademark examining operation.” *Id.*

58. Moreover, “the U.S. Counsel Rule helps [the USPTO] determine whether or not the applicant is indeed a real person who either lives or has authorized representation in the United States.” USPTO Director’s Blog, How the Domicile Address Requirement Advances Our Trademark Anti-Fraud Efforts, by Dave Gooder, Commissioner for Trademarks, published on August 30, 2023.<sup>9</sup> Nonetheless, the USPTO still faces “determined scammers” who seek to evade the USPTO’s requirement for a valid domicile address and the U.S. Counsel Rule. *Id.* As such, since 2019, the USPTO has issued numerous sanctions orders and terminated thousands of invalidly filed applications. *Id.* The USPTO has further sought the help of stakeholders in the trademark community to support its efforts in stopping this fraud and abuse. *Id.*

59. According to a December 13, 2022 Show Cause Order issued by the USPTO to Asin Enterprise and its two principals (“Show Cause Order”), Asin Enterprise and Morton operated a scheme intended to circumvent the U.S. Counsel rule by filing fraudulent trademark applications and violating the USPTO’s trademark rules of practice.<sup>10</sup> The gravamen of the Show Cause Order is the USPTO’s findings that Defendant Asin Enterprise engaged in the unauthorized practice of law, and that it provided false information in trademark submissions to the USPTO for improper purposes and without conducting a reasonable inquiry into the evidentiary support for such submissions and/or with the intent to circumvent the USPTO’s rules.

<sup>9</sup> Accessible at <https://www.uspto.gov/blog/director/entry/how-the-domicile-address-requirement>.

<sup>10</sup> Accessible at <https://developer.uspto.gov/tm-decisions-api/download/7f5d04d1-89df-3634-a6a8-5bb9d9adf21e>.

1           60.     The scheme began in 2019 when Asin Enterprise and Morton entered into an  
2 agreement through which Morton would hold himself out as the attorney of record on Asin  
3 Enterprise's clients' trademark applications filed with the USPTO in order to satisfy the U.S.  
4 Counsel Rule.

5           61.     As detailed in the Show Cause Order, despite Asin Enterprise's and Morton's  
6 knowledge of the U.S. Counsel Rule, Asin Enterprise filed and prosecuted thousands of  
7 trademark applications independently, without the required assistance of Morton or any other  
8 U.S.-licensed attorney. With Morton's knowledge and approval, Asin Enterprise filed many of  
9 these applications under Morton's name and credentials, but without Morton's input or review of  
10 those filings, in violation of the USPTO's rules. These trademark filings were false and  
11 fraudulent because they purported to be signed and filed by Morton, when in fact Asin Enterprise  
12 filed and signed such documents. In some cases, Morton may have filed the trademark  
13 applications prepared by Asin Enterprise, but he performed minimal or no review of the contents  
14 of such applications.

15           62.     The USPTO found that Asin Enterprise willfully provided false information in  
16 trademark submissions to the USPTO in an effort to circumvent the USPTO's rules. Specifically,  
17 Asin Enterprise improperly submitted applications bearing Morton's credentials "so close in time  
18 as to render it essentially impossible for one person to accomplish." For example, on April 30,  
19 2021, Asin Enterprise filed a response to an office action using Morton's credentials in 18  
20 different trademark applications in the span of 10 minutes.

21           63.     As a result, the USPTO concluded that Asin Enterprise engaged in the widespread  
22 unauthorized practice of law when it submitted fraudulent trademark applications under various  
23 attorneys' names, including Morton's. On information and belief, even after the Show Cause  
24 Order issued, Asin Enterprise has continued to work with other U.S.-licensed attorneys to submit  
25 fraudulent trademark registrations to the USPTO.

26           64.     Each trademark application must include a declaration attesting, among other  
27 things, that (i) the mark is in use in commerce as of the filing date of the application on the goods

1 and/or services listed in the application as shown in the specimen filed with the application;  
2 (ii) to the best of the signatory's knowledge and belief, the facts recited in the application are  
3 accurate; and (iii) to the best of the signatory's knowledge, information, and belief, formed after  
4 an inquiry reasonable under the circumstances, the allegations and other factual contentions  
5 contained in the application have evidentiary support. In many instances, these attestations in  
6 Asin Enterprise's trademark applications were false, as Asin Enterprise submitted false  
7 specimens of use that it either fabricated itself, or that it received from its clients without  
8 performing any diligence to evaluate if the specimens were legitimate, and if the marks applied  
9 for were actually being used in commerce.

10 65. The USPTO found that Asin Enterprise submitted false, "mock-up" specimens of  
11 use in connection with the applications it filed using Morton's and other U.S.-licensed attorneys'  
12 credentials, and that Asin Enterprise failed to perform any reasonable inquiry to determine if the  
13 specimens were legitimate, and if the marks applied for were actually being used in commerce,  
14 as was attested to in the declarations it caused to be submitted. In one example cited by the  
15 USPTO, the specimen of use displayed a purchase by the fictional character Homer Simpson  
16 using the character's fictional address in Springfield.

17 66. With respect to at least some of the fraudulent specimens filed by Asin Enterprise  
18 on behalf of its clients, Asin Enterprise used an online storefront on Aliexpress.com that  
19 purported to show sales to U.S. customers. For example, Asin Enterprise created fake specimens  
20 using an online storefront on Aliexpress.com under the name "Shop910796038 Store."<sup>11</sup> On  
21 information and belief, this was a dummy storefront that Asin Enterprise used to create fake  
22 orders of its clients' products to demonstrate to the USPTO that products bearing its clients'  
23 trademarks were sold in commerce in the U.S. On further information and belief, these  
24 specimens were fabricated by Asin Enterprise, as they contained false address information for  
25 the purported customers, with street addresses that do not exist, or zip code information that does  
26

27 <sup>11</sup> Accessible at <https://www.aliexpress.com/store/1101551778>.

not match the purported state and city of the customer. These facts suggest that the Shop910796038 Store was a “fraudulent specimen farm” website per USPTO criteria.<sup>12</sup>

67. In other instances, Asin Enterprise created fake specimens of products that purported to show sales in the Amazon Store. For example, on March 18, 2019, Asin Enterprise filed an application to register the mark BRJ for electric toothbrushes, among other goods (Serial No. 88343617). The specimen filed with that application included a screenshot of an electric toothbrush listed for sale in the Amazon Store with ASIN B07PS53DZW. However, Amazon’s records show that no product with that ASIN was listed for sale on or before March 18, 2019, and thus the specimen was fabricated. Similarly, on March 22, 2019, Asin Enterprise filed an application to register the mark XDS for electric toothbrushes, among other goods (Serial No. 88351539). The specimen filed with that application was nearly identical to the specimen for the BRJ trademark, and included a screenshot of an electric toothbrush listed for sale in the Amazon Store with ASIN B07PVCCSY6. However, Amazon’s records show that no product with that ASIN was listed for sale on or before March 22, 2019, and thus the specimen was fabricated.

68. The Show Cause Order set forth the following potential sanctions for Asin Enterprise: (1) a permanent ban on Asin Enterprise submitting trademark-related documents to the USPTO; (2) removal of all correspondence information associated with Asin Enterprise from the USPTO database; (3) all submissions associated with Asin Enterprise stricken or given no weight; (4) termination of all ongoing application and registration proceedings associated with Asin Enterprise; and (5) a block of future financial transactions from credit cards associated with improper submissions by Asin Enterprise.

69. The Show Cause Order listed more than 5,000 unique trademarks filed by Asin Enterprise, including the Futaiphy and Tfnyct Trademarks. Amazon has determined that at least 3,500 fraudulent trademark registrations filed by Asin Enterprise and Morton were used to open

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<sup>12</sup> USPTO notice related to “specimen farms,” accessible at: <https://www.uspto.gov/trademarks/protect/challenge-invalid-specimens>. Per the USPTO, “specimen farms” are e-commerce websites “made up of webpages created to display hundreds of products with various trademarks that appear to be for sale” that are used “solely for the purpose of creating specimens to attempt to meet the USPTO’s application specimen requirement.”



1 Brand Registry accounts, a subset of which Amazon has confirmed were engaged in abusive  
2 takedowns.

3 70. On information and belief, many of Asin Enterprise's trademark applications  
4 were filed on behalf of innocent Amazon selling partners who sought to use their trademarks in  
5 the Amazon Store, including through Brand Registry. These selling partners were unfamiliar  
6 with the USPTO's rules, and unaware that Asin Enterprise had obtained trademark registrations  
7 on their behalf using fraudulent specimens and through the fraudulent use of U.S. attorneys'  
8 credentials in violation of the USPTO's rules. In those instances, Asin Enterprise defrauded its  
9 own clients into paying fees for essentially worthless trademark registrations.

10 71. Amazon also determined that Asin Enterprise itself is the owner or former owner  
11 of 26 trademarks registered with the USPTO, three of which were used to open Brand Registry  
12 accounts.

13 72. In summary, Asin Enterprise engaged in a widespread practice of facilitating false  
14 and fraudulent trademark filings with the USPTO by representing that the filings were made by a  
15 U.S.-based attorney, such as Morton, when that was not the case, and by filing fraudulent  
16 specimens and false declarations attesting to the veracity of those fraudulent specimens. Of the  
17 thousands of trademark applications for which Asin Enterprise was responsible, Amazon has  
18 confirmed that at least 221 were used to open Brand Registry Accounts that subsequently filed  
19 fraudulent takedowns of content and product listings in the Amazon Store, totaling over 5,400  
20 fraudulent notices of infringement.

21 **Jonathan Morton.**

22 73. Morton's and Asin Enterprise's trademark registration activities directed at  
23 Amazon were systematic and continuous. As described above, in 2019, Asin Enterprise entered  
24 into an agreement with Morton to serve as attorney of record on USPTO filings that were issued  
25 on behalf of Asin Enterprise's clients. Between 2019 and 2022, Morton was listed as the attorney  
26 of record for nearly 32,000 trademark applications filed with the USPTO, many of which were  
27 filed on behalf of Asin Enterprise's clients. As mentioned above, the owners of at least 3,500 of

1 those marks applied for a Brand Registry Account, and of those, Amazon has confirmed that at  
2 least 221 of the marks were used to file false and abusive takedowns of content in the Amazon  
3 Store.

4 74. On information and belief, Morton was aware that a substantial number of his and  
5 Asin Enterprise's clients sought to obtain entry to Brand Registry. Morton was listed as the  
6 attorney of record associated with email addresses in USPTO records that received more than  
7 3,500 emails from Amazon with Brand Registry codes pursuant to applications made by  
8 Morton's clients to open Brand Registry accounts. On further information and belief, Morton  
9 knew that many of his and Asin Enterprise's clients sold or intended to sell products in the  
10 Amazon Store because a large number of the trademark applications submitted by Morton and  
11 Asin Enterprise included specimens of use that purported to show use of the trademarks in the  
12 Amazon Store.

13 75. As part of the USPTO disciplinary proceedings discussed below, Morton admitted  
14 that his usual practice as attorney of record was to briefly review (for 2 to 10 minutes) trademark  
15 applications prepared by third parties, including Asin Enterprise, before filing them. At times,  
16 Morton allowed third-party "trademark-filing agencies," including Asin Enterprise, to file the  
17 applications under his name using his USPTO account. Morton has acknowledged that although  
18 he is listed as the attorney of record on these applications, he did not perform the legal work  
19 required of the attorney of record under USPTO rules of practice for any trademark applications  
20 filed by Asin Enterprise. Rather, Asin Enterprise prepared and filed applications on its clients'  
21 behalf, while deceptively using Morton's name and credentials. Morton had no contact with his  
22 clients—the purported trademark owners—and he performed little to no diligence with respect to  
23 the trademark applications or the associated specimens of use that were filed under his name.

24 76. Specifically, Morton admitted to the USPTO that before filing trademark  
25 applications or associated specimens, he typically did not conduct an independent investigation  
26 to determine whether the applications he submitted properly depicted the mark used in  
27 commerce. Morton also admitted that, despite not conducting basic due diligence, he routinely

signed declarations attesting that the trademarks in each application were used in commerce in connection with the goods listed in the application, and that the specimens of use accurately showed this use in commerce, and further attesting that he performed a reasonable inquiry under the circumstances as the basis for those attestations. In reality, Morton often performed *no* inquiry into whether the applied-for marks were actually being used in commerce or whether the specimens legitimately showed actual use in commerce.

77. On April 29, 2022, the USPTO's Director of the Office of Enrollment and Discipline issued a Final Order issuing sanctions against Morton and suspending him from practice before the USPTO for two years for, among other misconduct, assisting in the unauthorized practice of law and engaging in conduct involving dishonesty or that is prejudicial to the administration of justice (the "Sanctions Order").<sup>13</sup>

78. The Sanctions Order found that Morton breached six of the USPTO's rules of professional conduct when he:

- accepted a large volume of clients such that he could not devote sufficient time to review their trademark filings and did not have a system in place to check for conflicts of interest (37 CFR § 11.101);
- failed to devote sufficient time to client matters and failed to adequately review trademark applications, including failing to properly review specimens-of-use to confirm the mark showed actual use in commerce (37 CFR § 11.103);
- allowed non-practitioners to prepare and file trademark documents with the USPTO on behalf of clients without properly vetting such documents prior to their filings (37 CFR § 11.503);
- did not adequately review legal work performed by his non-practitioner assistant before documents were signed and filed with the USPTO (37 CFR § 11.505);
- signed declarations attesting that clients' marks were in use in commerce (or that the specimen showed such use in commerce) but had not always performed a reasonable inquiry to check if that was accurate (37 CFR § 11.804(c)); and
- engaged in 'other conduct' that adversely reflected on fitness to practice before the agency in trademark matters (37 CFR § 11.804(i)).

<sup>13</sup> Accessible at <https://foiadocuments.uspto.gov/oed/Morton-Final-Order-D2022-07.pdf>.

79. On information and belief, Morton also allowed agents at Asin Enterprise to submit trademark filings on his behalf without performing any review of the filings whatsoever. Indeed, the Show Cause Order stated that “[a] representative sample of filings from April 30, 2021 shows Mr. Morton’s electronic signature being entered on 18 Response to Office Action forms within ten minutes, an unlikely feat for any attorney to accomplish.” In other cases, Morton performed minimal review that could not have reasonably allowed him to determine whether the applied for mark was actually being used in commerce or whether the specimens legitimately showed actual use in commerce. For example, numerous applications submitted by Morton used fraudulent specimens from the same purported storefront (Shop910796038 Store). Had Morton performed a diligent review of the specimens, he would have recognized that the specimens showing products for sale in that storefront were fabricated, that the purported purchaser addresses in some of those specimens did not exist, and that the products shown in the specimen were not actually listed for sale on that site.

**E. Defendants Obtained the Futaiphy Trademark Through Fraud.**

80. One of the trademark registration applications that Asin Enterprise filed listing Morton as attorney of record was for the Futaiphy Trademark. Asin Enterprise filed that application on March 26, 2021, on behalf of Defendant Shenzhen Luna, and Shenzhen Luna obtained a registration from the USPTO on March 1, 2022. Defendant Shenzhen Luna is the current owner of the Futaiphy Trademark. The application for the Futaiphy Trademark provided the following email addresses for Morton as the attorney of record: jmlawchina@gmail.com; mongsustone@gmail.com; zhangariel69@gmail.com. On information and belief, the first email address belonged to Morton, and the latter two email addresses belonged to employees and/or agents of Asin Enterprise.

81. On April 1, 2021, the Futaiphy Defendants applied for a Brand Registry Account using the Futaiphy Trademark. As part of this registration process, Amazon sent a verification code to Asin Enterprise and Morton at the aforementioned three email addresses. On information and belief, Asin Enterprise and/or Morton then provided that code to the Futaiphy Defendants,

1 who used the code to complete the Brand Registry registration process. As discussed below, the  
2 Futaiphy Defendants used their Brand Registry Account to conduct fraudulent takedowns of  
3 content in the Amazon Store, resulting in harm to Amazon and its selling partners. Specifically,  
4 the Futaiphy Defendants' false reports caused the selling partners' listings to be temporarily  
5 removed from the Amazon Store, preventing the sale of such products until such time as the  
6 listings were restored by Amazon.

7 82. Asin Enterprise and Morton obtained the Futaiphy Trademark through fraud.

8 83. On information and belief, Asin Enterprise filed the application to register the  
9 Futaiphy Trademark using Morton's name and credentials, pursuant to its agreement with  
10 Morton to use his credentials for trademark filings. By bearing Morton's signature, the  
11 application and declaration falsely attested that such documents were prepared, reviewed, and  
12 filed by Morton, a U.S.-licensed attorney, which facts Asin Enterprise and Morton knew to be  
13 false.

14 84. The declaration that Morton allowed to be signed under his credentials contained  
15 false statements. Even if Morton had actually signed his name to the Futaiphy Trademark  
16 application, he did not actually perform any review of the application, rendering the declaration  
17 false. The application to register the Futaiphy Trademark included a declaration attesting that:

- 18 a. Morton believed that the applicant was the owner of the Futaiphy  
19 Trademark sought to be registered;
- 20 b. The Futaiphy Trademark was in use in commerce, and was in use in  
21 commerce as of the filing date of the application on or in connection with  
22 the goods in the application;
- 23 c. The specimen filed with the application showed the Futaiphy Trademark  
24 as used on or in connection with the goods in the application and was used  
25 on or in connection with the goods in the application as of the application  
26 filing date;
- 27

1 d. To the best of Morton's knowledge and belief, the facts recited in the  
2 application were accurate; and

3 e. To the best of Morton's knowledge, information, and belief, formed after  
4 an inquiry reasonable under the circumstances, the allegations and other  
5 factual contentions made above had evidentiary support.

6 85. These statements were false. Pursuant to Morton's agreement with Asin  
7 Enterprise to allow Asin Enterprise to use Morton's credentials for trademark filings, Morton had  
8 no basis to assert any knowledge or belief regarding whether the applicant owned the mark,  
9 whether the mark was being used in commerce as of the application's filing date, or whether the  
10 specimen showed the mark as used on or in connection with the applied for goods.

11 86. On information and belief, the specimen filed in connection with the application  
12 to register the Futaiphy Trademark was fabricated.<sup>14</sup> The specimen purported to show a ceramic  
13 dinner plate sold on Aliexpress.com through the Shop910796038 Store under the Futaiphy  
14 Trademark for \$13.10. However, as shown in the specimen, the Shop910796038 Store had no  
15 customer reviews or feedback, had only one follower, its "top selling item" was a bird cage with  
16 one sale, there was no product description for the plate, the images of the plate shown for sale  
17 online did not match the physical plate shown in the specimen, and all but \$1.15 of each sale was  
18 covered by a "Store Promotion" discount. Moreover, the specimen purported to show sales to  
19 buyers allegedly living in three remote villages in Alaska, but with zip codes that corresponded  
20 to California, South Carolina, and Arizona. On information and belief, all of the purported sales  
21 addresses shown in the specimen were fabricated. Had Morton diligently reviewed the specimen  
22 for the Futaiphy Trademark prior to filing the application, he would have recognized that it was  
23 fabricated.

24 87. Currently, the Shop910796038 Store is active, but does not display any products  
25 for sale. On information and belief, the Shop910796038 Store meets the USPTO's criteria for a  
26 fraudulent "specimen farm" website as described above.

27 <sup>14</sup> The specimen filed with the Futaiphy Trademark is attached as **Exhibit B** to this Complaint.

1           88.     On information and belief, the Futaiphy Defendants did not use the Futaiphy  
2 Trademark in commerce in the United States in connection with any of the goods specified in the  
3 application as of the date they filed the application to register that mark.

4           89.     Morton and Asin Enterprise knew their statements in the application to register  
5 the Futaiphy Trademark regarding the alleged use of the mark in commerce and the specimen  
6 allegedly showing that use were false.

7           90.     The false statements by Morton and Asin Enterprise in the USPTO application to  
8 register the Futaiphy Trademark were material to the USPTO's decision to accept that  
9 application for filing and eventually to issue a registration for that mark. Without those  
10 statements the USPTO would have rejected the application because use in commerce and a  
11 specimen showing that use are each required before any use-based or intent-to-use based  
12 application can mature into a registration.

13           91.     Furthermore, these same false statements were material to Amazon accepting the  
14 Brand Registry application that used the Futaiphy Trademark.

15           92.     Morton and Asin Enterprise intended for the USPTO to rely on those false  
16 statements in accepting the application to register the Futaiphy Trademark and issuing the  
17 registration for that mark. The USPTO did in fact rely on those false statements when it accepted  
18 the application and issued the registration for the Futaiphy Trademark.

19           93.     Morton and Asin Enterprise intended, knew, and expected that the USPTO would  
20 publish their false statements in the USPTO's public records for the Futaiphy Trademark, as they  
21 were aware that the USPTO makes trademark filings publicly available on its website and in the  
22 Federal Register.

23           94.     Morton and Asin Enterprise also intended, knew, and expected that members of  
24 the public at large, including Amazon specifically, would rely on the statements made in their  
25 trademark applications in the USPTO's trademark files when evaluating their client's trademark  
26 rights. Morton's and Asin Enterprise's knowledge stems from their awareness that a large  
27 portion of their customers were Amazon sellers, as well as their repeated receipt of



1 communications from Amazon with Brand Registry authorization codes each time one of their  
2 clients attempted to sign up for a Brand Registry Account by using trademark applications and/or  
3 registrations that Morton and Asin Enterprise fraudulently procured.

4 95. Amazon did in fact rely on Morton's and Asin Enterprise's false statements made  
5 to procure the Futaiphy Trademark. As discussed, Amazon requires that an applicant possess a  
6 valid USPTO trademark application or registration in order to open a Brand Registry account.  
7 The Futaiphy Defendants used the Futaiphy Trademark, which was fraudulently procured by  
8 Morton and Asin Enterprise, to open the Futaiphy Brand Registry Account.

9 96. Both the USPTO and Amazon were ignorant of the falsity of the statements made  
10 by Morton and Asin Enterprise in the application to register the Futaiphy Trademark.

11 97. As further discussed below, Amazon was damaged by the false takedowns issued  
12 by the Futaiphy Brand Registry Account that targeted content and listings in the Amazon Store.

13 **F. Defendants Obtained the Tfnycy Trademark Through Fraud.**

14 98. Another of the trademark registration applications that Asin Enterprise filed  
15 listing Morton as attorney of record was for the Tfnycy Trademark. Asin Enterprise filed that  
16 application on behalf of Defendant Chen Zhong on December 11, 2020, and Chen Zong received  
17 a registration from the USPTO on September 21, 2021. Defendant Chen Zhong is the current  
18 owner of the Tfnycy Trademark. The application for the Tfnycy Trademark provided the  
19 following email addresses for Morton as the attorney of record: jmlawchina@gmail.com;  
20 mongsustone@gmail.com; zhangariel69@gmail.com. On information and belief, the first email  
21 address belonged to Morton, and the latter two email addresses belonged to employees and/or  
22 agents of Asin Enterprise.

23 99. On December 22, 2020, the Tfnycy Defendants applied for a Brand Registry  
24 Account using the Tfnycy Trademark. As part of this registration process, Amazon sent a  
25 verification code to Asin Enterprise and Morton at the aforementioned three email addresses. On  
26 information and belief, Asin Enterprise and/or Morton then provided that code to the Tfnycy  
27 Defendants, who used the code to complete the Brand Registry registration process. As discussed

1 below, the Tfnyc Defendants used their Brand Registry Account to conduct fraudulent  
2 takedowns of content in the Amazon Store, resulting in harm to Amazon and its selling partners.  
3 Specifically, the Tfnyc Defendants' false reports caused the selling partners' listings to be  
4 temporarily removed from the Amazon Store, preventing the sale of such products until such  
5 time as the listings were restored by Amazon.

6 100. Asin Enterprise and Morton obtained the Tfnyc Trademark through fraud.

7 101. On information and belief, Asin Enterprise filed the application to register the  
8 Tfnyc Trademark using Morton's name and credentials, pursuant to its agreement with Morton  
9 to use his credentials for trademark filings. By bearing Morton's signature, the application and  
10 declaration falsely attested that such documents were prepared, reviewed, and filed by Morton, a  
11 U.S.-licensed attorney, which facts Asin Enterprise and Morton knew to be false.

12 102. The declaration that Morton allowed to be signed under his credentials contained  
13 false statements. Even if Morton actually signed his name to the Tfnyc Trademark application,  
14 he did not actually perform any review of the application, rendering the declaration false. The  
15 application to register the Tfnyc Trademark included a declaration attesting that:

- 16 a. Morton believed that the applicant was the owner of the Tfnyc Trademark  
17 sought to be registered;
- 18 b. The Tfnyc Trademark was in use in commerce, and was in use in  
19 commerce as of the filing date of the application on or in connection with  
20 the goods in the application;
- 21 c. The specimen filed with the application showed the Tfnyc Trademark as  
22 used on or in connection with the goods in the application and was used on  
23 or in connection with the goods in the application as of the application  
24 filing date;
- 25 d. To the best of Morton's knowledge and belief, the facts recited in the ap-  
26 plication were accurate; and  
27

1 e. To the best of the Morton's knowledge, information, and belief, formed  
2 after an inquiry reasonable under the circumstances, the allegations and  
3 other factual contentions made above had evidentiary support.

4 103. These statements were false. Pursuant to Morton's agreement with Asin  
5 Enterprise to allow Asin Enterprise to use his credentials for trademark filings, Morton had no  
6 basis to assert any knowledge or belief regarding whether the applicant owned the mark, whether  
7 the mark was being used in commerce as of the application's filing date, or whether the  
8 specimen showed the mark as used on or in connection with the applied for goods.

9 104. On information and belief, the specimen filed in connection with the application  
10 to register the Tfnycr Trademark was fabricated.<sup>15</sup> The specimen purported to show a sweater  
11 plate sold on Aliexpress.com through the Shop910796038 Store under the Tfnycr Trademark for  
12 \$13.10. As with the specimen for the Futaiphy Trademark, the specimen for the Tfnycr  
13 Trademark showed that the Shop910796038 Store had no customer reviews or feedback, had  
14 zero "followers," there was no product description for the sweater, and all but \$1.15 of each sale  
15 (the same amount as shown in the Futaiphy Trademark specimen) was covered by a "Store  
16 Promotion" discount. Moreover, the specimen purported to show a sale to a buyer who allegedly  
17 lived in Michigan at 1990 Jonathan Circle in Shelby Township, Michigan, a house address that  
18 does not exist, as well as a sale to a buyer with a non-existent address in Miami, Florida. On  
19 information and belief, at least two of the three sales addresses shown in the specimen were  
20 fabricated. Had Morton diligently reviewed the specimen for the Tfnycr Trademark prior to filing  
21 the application, he would have recognized that it was fabricated.

22 105. As discussed above, on information and belief, the Shop910796038 Store is a  
23 fraudulent "specimen farm" website.

24 106. On information and belief, the Tfnycr Defendants did not use the Tfnycr  
25 Trademark in commerce in the United States in connection with any of the goods specified in the  
26 application as of the date they filed the application to register that mark.

27 <sup>15</sup> The specimen filed with the Tfnycr Trademark is attached as **Exhibit C** to this Complaint.

1           107. Morton and Asin Enterprise knew their statements in the application to register  
2 the Tfnyct Trademark regarding the alleged use of the mark in commerce and the specimen  
3 allegedly showing that use were false.

4           108. The false statements by Morton and Asin Enterprise in the USPTO application to  
5 register the Tfnyct Trademark were material to the USPTO's decision to accept that application  
6 for filing and eventually to issue a registration for that mark. Without those statements the  
7 USPTO would have rejected the application because use in commerce and a specimen showing  
8 that use are each required before any use-based or intent-to-use based application can mature into  
9 a registration.

10           109. Furthermore, these same false statements were material to Amazon accepting the  
11 Brand Registry application that used the Tfnyct Trademark.

12           110. Morton and Asin Enterprise intended for the USPTO to rely on those false  
13 statements in accepting the application to register the Tfnyct Trademark and in issuing the  
14 registration for that mark. The USPTO did in fact rely on those false statements when it accepted  
15 the application and issued the registration for the Tfnyct Trademark.

16           111. Morton and Asin Enterprise intended, knew, and expected that the USPTO would  
17 publish their false statements in the USPTO's public records for the Tfnyct Trademark, as they  
18 were aware that the USPTO makes trademark filings publicly available on its website and in the  
19 Federal Register. Morton and Asin Enterprise also intended, knew, and expected that members of  
20 the public at large, including Amazon specifically, would rely on the statements made in their  
21 trademark applications in the USPTO's trademark files when evaluating their client's trademark  
22 rights. Morton's and Asin Enterprise's knowledge stems from their awareness that a large  
23 portion of their customers were Amazon sellers, as well as their repeated receipt of  
24 communications from Amazon with Brand Registry Authorization codes each time one of their  
25 clients attempted to sign up for a Brand Registry Account by using trademark applications and/or  
26 registrations that Morton and Asin Enterprise fraudulently procured.

112. Amazon did in fact rely on Morton's and Asin Enterprise's false statements made to procure the Tfnyc Trademark. As discussed, Amazon requires that an applicant possess a valid USPTO trademark application or registration in order to open a Brand Registry account. The Tfnyc Defendants used the Tfnyc Trademark, which was fraudulently procured by Morton and Asin Enterprise, to open the Tfnyc Brand Registry Account.

113. Both the USPTO and Amazon were ignorant of the falsity of the statements made by Morton and Asin Enterprise in the application to register the Tfnyc Trademark.

114. As further discussed below, Amazon was damaged by the false takedowns issued by the Tfnyc Brand Registry Account that targeted content and listings in the Amazon Store.

**G. The False Takedown Defendants' Submission of Fraudulent Takedown Requests.**

115. The False Takedown Defendants submitted their fraudulent takedown requests through Amazon's Brand Registry "Report a Violation" Tool.

**i. The Futaiphy Brand Registry Account's Fraudulent Takedown Requests.**

116. On information and belief, the Futaiphy Defendants were responsible for controlling and/or operating the Futaiphy Brand Registry Account, as evidenced by their responsibility for the Futaiphy Trademark that was used to open the Futaiphy Brand Registry Account and/or other connections to the Futaiphy Brand Registry Account, as explained below. The Futaiphy Defendants first agreed to the Brand Registry Terms of Use on April 2, 2021, when they applied to open a Brand Registry Account using the Lunakj Selling Account. The Futaiphy Defendants applied to add the Futaiphy Trademark to their Brand Registry account the same day, and their application was approved on April 7, 2021. As part of the Brand Registry account creation process, Defendants Morton and Asin Enterprise, as the owners of the email addresses for correspondence in the USPTO's records at the time for the Futaiphy Trademark, received a registration code from Amazon via email. On information and belief, Morton and Asin

1 Enterprise provided that code to the Futaiphy Defendants. The Futaiphy Defendants used that  
2 registration code to register the Futaiphy Brand Registry Account.

3 117. In 2023 and 2024, the Futaiphy Defendants used the “Report a Violation” tool in  
4 the Futaiphy Brand Registry Account to launch a broad campaign of approximately 100  
5 takedown requests to Amazon alleging that specified product listings infringed the Futaiphy  
6 Defendants’ purported copyrighted images and/or infringed the Futaiphy Trademark.

7 118. Each time the Futaiphy Defendants used the “Report a Violation” tool, they  
8 declared that they had a good faith belief that the content at issue violated their rights and that the  
9 use of such content was contrary to law. The Futaiphy Defendants also declared, under penalty  
10 of perjury, that the information contained in each notification using the “Report a Violation” tool  
11 was accurate, and that they were the owner, or agent of the owner, of the described rights.

12 119. The Futaiphy Defendants knew that the contents of their notifications were false,  
13 that they were not the owner or agent of the owner of the rights described in the submitted  
14 reports, and that the content they identified did not infringe on any copyright or trademark they  
15 owned.

16 120. In reliance on the Futaiphy Defendants’ deceptive submissions through the  
17 “Report a Violation” tool, which included all the elements that the DMCA requires for a  
18 compliant notification of claimed infringement, Amazon expeditiously acted and removed  
19 content from product listings the Futaiphy Defendants identified in their complaints.

20 121. Amazon’s subsequent investigation of the Futaiphy Defendants’ complaints using  
21 the Futaiphy Brand Registry Account has uncovered that the Futaiphy Defendants willfully made  
22 fraudulent and invalid claims that their intellectual property rights had been infringed. For  
23 example, the investigation revealed that the Futaiphy Defendants submitted notices of  
24 infringement claiming that a specific listing violated its copyrighted text and images as shown in  
25 several other listings in the Amazon Store. However, the Futaiphy Defendants’ copyright  
26 takedowns all provided the same falsified Chinese copyright registration as the basis for the  
27 takedown.

122. For example, on May 15, 2023, the Futaiphy Defendants used the Futaiphy Brand Registry Account to submit 18 notifications of claimed infringement through the “Report a Violation” tool. The notifications identified 18 different listings that purportedly displayed infringements of the Futaiphy Defendants’ copyrighted image. Amazon’s further investigation revealed that the Futaiphy Defendants’ notice of infringement provided a falsified Chinese copyright registration as the basis for their takedown. The Futaiphy Defendants’ notification was false, and the Futaiphy Defendants knew their statements to Amazon were false because they knew that they were not asserting a valid copyright, that the purported Chinese copyright registration document they submitted to Amazon was fabricated, and that the listing was not infringing on any rights they owned. By making the affirmations listed above in the “Report a Violation” tool, the Futaiphy Defendants intended for Amazon to rely on their statements that the content reported was infringing, and Amazon did in fact rely on those statements when it removed the content from product listings that the Futaiphy Defendants identified in their fraudulent notification.

123. In May and August 2023, the Futaiphy Defendants used the Futaiphy Brand Registry Account to submit a number of notifications of claimed copyright infringement through the “Report a Violation” tool. Amazon’s investigation revealed that each of the Futaiphy Defendants’ claims of infringement was false, and followed the same type of fraudulent scheme described above.

124. In addition to fraudulent copyright infringement claims, the Futaiphy Defendants also submitted fraudulent notices claiming that products in the Amazon Store infringed the Futaiphy Trademark.

125. On August 19, 2023, the Futaiphy Defendants used the Futaiphy Brand Registry Account to submit a notification of claimed trademark infringement through the “Report a Violation” tool. The notification claimed that a listing for a fireproof document organizer was counterfeit, and infringed the Futaiphy Trademark. Amazon’s further investigation revealed that the product listing did not infringe on the Futaiphy Trademark. The Futaiphy Defendants’



1 notification was false, and the Futaiphy Defendants knew their statements to Amazon were false  
2 because they were aware the product and listing did not reference or otherwise infringe the  
3 Futaiphy Trademark, and because they knew the Futaiphy Trademark was invalid. By making  
4 the affirmations of infringement in the “Report a Violation” tool, the Futaiphy Defendants  
5 intended for Amazon to rely on their statements that the reported listing was infringing, and  
6 Amazon did in fact rely on those statements when it investigated the takedown request and  
7 temporarily removed a product listing from the Amazon Store that the Futaiphy Defendants  
8 identified in their fraudulent notification.

9 126. From May 2023 to March 2024, Defendants used the Futaiphy Brand Registry  
10 Account to submit three notifications of claimed trademark infringement through the “Report a  
11 Violation” tool. Amazon’s investigation revealed that the Futaiphy Defendants’ claims of  
12 infringement was false, and followed the same fraudulent scheme described above.

13 127. Through its investigation, Amazon identified the Futaiphy Defendants as  
14 responsible for controlling and operating the Futaiphy Brand Registry Account, and for issuing  
15 fraudulent notifications through that Account. Specifically, when Defendants opened the  
16 Futaiphy Brand Registry Account, they did so by first logging into the Lunakj Selling Account,  
17 and then used the Lunakj Selling Account to create the Futaiphy Brand Registry Account.  
18 Amazon’s records reflect that Defendant Shenzhen Luna registered the Lunakj Selling Account.  
19 In addition, Amazon discovered that the Futaiphy Defendants linked a financial account that  
20 Defendant Liao owned<sup>16</sup> to the Lunakj Selling Account, and that Defendant Liao’s financial  
21 account received disbursements from the Lunakj Selling Account during the period when the  
22 Futaiphy Brand Registry Account submitted its fraudulent takedowns. Because the Lunakj  
23 Selling Account was used to open the Futaiphy Brand Registry Account, and because Defendants  
24 Shenzhen Luna and Liao are directly linked to the Lunakj Selling Account, it is reasonable to  
25 infer that Defendants Shenzhen Luna and Liao were responsible for operating the Futaiphy  
26

27 <sup>16</sup> Defendant Liao registered this financial account using his name and the name of a Hong Kong company that he owns and controls: Sunlit Craft Co., Ltd.

1 Brand Registry Account as well. In addition, the Lunakj Selling Account was actively selling  
 2 products in the Amazon Store during the Futaiphy Defendants' campaign of submitting  
 3 fraudulent takedown notices, and several of the products that the Lunakj Selling Account sold  
 4 were the same products sold by others' listings that the Futaiphy Defendants targeted with their  
 5 fraudulent takedown notices. On information and belief, the Futaiphy Defendants' takedown  
 6 campaign was motivated in part by an attempt to unfairly divert sales from the targeted listings to  
 7 the competing product listings offered by the Lunakj Selling Account.

8 128. After Amazon learned that the Futaiphy Defendants had abused the notice-and-  
 9 takedown process, Amazon blocked the Futaiphy Brand Registry Account. In doing so, Amazon  
 10 protected its selling partners, customers, and Amazon's reputation. Amazon also restored product  
 11 listings that had been taken down in the Amazon Store in reliance on the Futaiphy Defendants'  
 12 deceptions. Amazon blocked the Lunakj Selling Account as well.

13 **ii. The Tfnyc Brand Registry Account's Fraudulent Takedown**  
 14 **Requests.**

15 129. On information and belief, the Tfnyc Defendants were all responsible for  
 16 controlling and/or operating the Tfnyc Brand Registry Account, as evidenced by their  
 17 responsibility for the Tfnyc Trademark that was used to open the Tfnyc Brand Registry  
 18 Account and/or other connections to the Tfnyc Brand Registry Account, as explained below.  
 19 The Tfnyc Defendants first agreed to the Brand Registry Terms of Use on December 22, 2020,  
 20 when they applied to open a Brand Registry Account using the BDliccs Selling Account. The  
 21 Tfnyc Defendants applied to add the Tfnyc Trademark to their Brand Registry account the same  
 22 day, and their application was approved on December 23, 2020. As part of the Brand Registry  
 23 account creation process, Defendants Morton and Asin Enterprise, as the owners of the email  
 24 addresses for correspondence in the USPTO's records at the time for the Tfnyc Trademark,  
 25 received a registration code from Amazon via email. On information and belief, Morton and  
 26 Asin Enterprise provided that code to the Tfnyc Defendants. The Tfnyc Defendants used that  
 27 registration code to register the Tfnyc Brand Registry Account.

1           130. In May and June 2023, the Tfnyct Defendants used the “Report a Violation” tool  
2 in the Tfnyct Brand Registry Account to launch a broad campaign of approximately 80 takedown  
3 requests to Amazon alleging that specified product listings infringed the Tfnyct Trademark.  
4 Amazon’s investigation revealed that each of the Tfnyct Defendants’ claims of infringement was  
5 false, and followed the same type of fraudulent scheme described below.

6           131. Each time the Tfnyct Defendants used the “Report a Violation” tool, they  
7 declared that they had a good faith belief that the content at issue violated their rights and that  
8 use of such content was contrary to law. The Tfnyct Defendants also declared, under penalty of  
9 perjury, that the information contained in each notification using the “Report a Violation” tool  
10 was accurate, and that they were the owner, or agent of the owner, of the described rights.

11           132. The Tfnyct Defendants knew that the contents of their notifications were false,  
12 that they were not the owner or agent of the owner of the rights described in the submitted  
13 reports, and that the content they identified was not infringing on any trademark they owned.

14           133. In reliance on the Tfnyct Defendants’ deceptive submissions through the “Report  
15 a Violation” tool, Amazon expeditiously acted and removed content from product listings the  
16 Tfnyct Defendants identified in their complaints.

17           134. Amazon’s subsequent investigation of the Tfnyct Defendants’ complaints using  
18 the Tfnyct Brand Registry Account has uncovered that the Tfnyct Defendants willfully made  
19 fraudulent and invalid claims that their intellectual property rights had been infringed. For  
20 example, the investigation revealed that the Tfnyct Defendants submitted notices of infringement  
21 claiming that specified listings violated the Tfnyct Trademark. However, Amazon’s investigation  
22 revealed that such listings did not include the Tfnyct Trademark. Instead, shortly before  
23 submitting their fraudulent notice of infringement, Defendants manipulated and altered product  
24 descriptions by adding the Tfnyct Trademark to product listing pages in an effort to create the  
25 false appearance of infringement.

26           135. For example, on May 24, 2023, the Tfnyct Defendants used the Tfnyct Brand  
27 Registry Account to submit a notification of claimed trademark infringement through the

1 “Report a Violation” tool. The notification claimed that a listing for a fanny pack was  
2 counterfeit, and infringed the Tfnyct Trademark. Amazon’s further investigation revealed that  
3 the listing did not infringe or reference the Tfnyct Trademark. On or about the date Defendants  
4 submitted the notice of infringement, they altered the product listing for this fanny pack to  
5 include the Tfnyct Trademark. The Tfnyct Defendants’ notification was false, and the Tfnyct  
6 Defendants knew their statements to Amazon were false because they were aware the product  
7 and original listing did not reference or otherwise infringe the Tfnyct Trademark, and because  
8 they knew the Tfnyct Trademark was invalid. Moreover, they deceptively manipulated the listing  
9 page to create the false appearance of infringement. By making the affirmations listed above in  
10 the “Report a Violation” tool, the Tfnyct Defendants intended for Amazon to rely on their  
11 statements that the content reported was infringing, and Amazon did in fact rely on those  
12 statements when it temporarily removed the product listing that the Tfnyct Defendants identified  
13 in their fraudulent notification.

14 136. Through its investigation, Amazon identified the Tfnyct Defendants as  
15 responsible for controlling and operating the Tfnyct Brand Registry Account, and for issuing  
16 fraudulent notifications through that Account. Specifically, when Defendants opened the Tfnyct  
17 Brand Registry Account, they did so by first logging into the BDliccs Selling Account, and then  
18 used the BDliccs Selling Account to create the Tfnyct Brand Registry Account. Amazon’s  
19 records reflect that Defendant Chen Zhong registered the BDliccs Selling Account through a  
20 Chinese company he controls. In addition, Amazon discovered that the Tfnyct Defendants linked  
21 a financial account that Defendant Guo Zhong owned to the BDliccs Selling Account, and that  
22 Guo Zhong’s financial account received disbursements from the BDliccs Selling Account during  
23 the period when the Tfnyct Brand Registry Account submitted its fraudulent takedowns. Because  
24 the BDliccs Selling Account was used to open the Tfnyct Brand Registry Account, and because  
25 Defendants Chen Zhong and Guo Zhong are directly linked to the BDliccs Selling Account, it is  
26 reasonable to infer that Chen Zhong and Guo Zhong were responsible for operating the Tfnyct  
27 Brand Registry Account as well. In addition, Guo Zhong also owned a financial account linked

1 to a second Amazon selling account, the Anck Selling Account, that actively sold products in the  
 2 Amazon Store during the Tfnyc Defendants' campaign of submitting fraudulent takedown  
 3 notices. Several of the products the Anck Selling Account sold were the same products sold by  
 4 other listings that the Tfnyc Defendants targeted with their fraudulent takedown notices. On  
 5 information and belief, the Tfnyc Defendants' takedown campaign was motivated in part by an  
 6 attempt to unfairly divert sales from the targeted listings to the competing product listings  
 7 offered by the Anck Selling Account.

8 137. After Amazon learned that the Tfnyc Defendants had abused the notice-and-  
 9 takedown process by deceiving Amazon, Amazon blocked the Tfnyc Brand Registry Account.  
 10 In doing so, Amazon protected its selling partners, customers, and Amazon's reputation. Amazon  
 11 also restored product listings that had been taken down in the Amazon Store in reliance on the  
 12 Tfnyc Defendants' deceptions. Amazon also blocked the BDliccs Selling Account and Anck  
 13 Selling Account.

## 14 V. CLAIMS

### 15 FIRST CLAIM

16 *(Against the Futaiphy Defendants)*

#### 17 **Misrepresentation of Copyright Infringement Under 17 U.S.C. § 512(f)**

18 138. Amazon incorporates by reference the allegations of the preceding paragraphs as  
 19 though set forth herein.

20 139. Section 512(f) of the Copyright Act provides that "[a]ny person who knowingly  
 21 materially misrepresents under this section . . . that material or activity is infringing . . . shall be  
 22 liable for any damages, including costs and attorneys' fees, incurred . . . by a service provider,  
 23 who is injured by such misrepresentation, as the result of the service provider relying upon such  
 24 misrepresentation in removing or disabling access to the material or activity claimed to be  
 25 infringing . . . ." 17 U.S.C. § 512(f).

26 140. The Futaiphy Defendants submitted false DMCA takedown requests to Amazon  
 27 through Amazon's "Report a Violation" tool, improperly seeking removal of materials from  
 product listings in the Amazon Store. The Futaiphy Defendants' notifications to Amazon falsely

1 represented that the content or images appearing in product listings in the Amazon Store  
2 infringed on the Futaiphy Defendants' purported copyrights.

3 141. The Futaiphy Defendants knew these representations were false. At the time they  
4 submitted the fraudulent takedown notices to Amazon, the Futaiphy Defendants could not have  
5 reasonably believed that they held any copyright or other intellectual property interest in the  
6 works asserted. Yet the Futaiphy Defendants still raised these false claims with the intent to  
7 induce Amazon's reliance and to have Amazon act upon them, consistent with the notice-and-  
8 takedown procedures set forth in the DMCA and Amazon's policies.

9 142. In reliance on the misrepresentations in the Futaiphy Defendants' takedown  
10 requests, and to act expeditiously to protect what it believed at the time to be legitimate rights,  
11 Amazon removed full listings, or content from listings in the Amazon Store.

12 143. By submitting takedown notifications in violation of 17 U.S.C. § 512(f), the  
13 Futaiphy Defendants willfully, knowingly, and materially misrepresented, that product listings  
14 were infringing on their intellectual property under copyright law.

15 144. As a result of the Futaiphy Defendants' false takedown requests, Amazon suffered  
16 economic harm and expended significant resources to investigate and address the Futaiphy  
17 Defendants' wrongdoing. Accordingly, Amazon seeks its attorneys' fees and damages, under 17  
18 U.S.C. §512(f), in an amount to be determined at trial.

19 **SECOND CLAIM**  
20 ***(Against the False Takedown Defendants)***  
21 **Breach Of Contract**

22 145. Amazon incorporates by reference the allegations of the preceding paragraphs as  
23 though set forth herein.

24 146. By enrolling in Brand Registry and submitting takedown notifications through the  
25 "Report a Violation" tool, the False Takedown Defendants entered into valid and enforceable  
26 agreements with Amazon.  
27

1           147. When the False Takedown Defendants applied to Brand Registry, they agreed to  
2 provide accurate and truthful information to Amazon in exchange for the benefit of access and  
3 use of the Brand Registry services and tools.

4           148. The Futaiphy Defendants used the Futaiphy Trademark to create the Futaiphy  
5 Brand Registry Account. In doing so, the Futaiphy Defendants represented that the Futaiphy  
6 Trademark was valid and that they had rights to that mark, which representations were neither  
7 true nor accurate.

8           149. The Tfnyct Defendants used the Tfnyct Trademark to create the Tfnyct Brand  
9 Registry account. In doing so, the Tfnyct Defendants represented that the Tfnyct Trademark was  
10 valid and that they had rights to that mark, which representations were neither true nor accurate.

11           150. The “Report a Violation” tool’s mandatory consent form is a valid and  
12 enforceable contract that imposed a duty on all users submitting a takedown notice using the  
13 tool: (1) to represent a good faith basis for the notice; and (2) to declare under penalty of perjury  
14 that the information provided is correct and accurate, and that the user is the owner or agent of  
15 the rights described therein.

16           151. Each time the False Takedown Defendants submitted takedown notifications to  
17 Amazon through the “Report a Violation” tool, the False Takedown Defendants represented that  
18 they had “a good faith belief that the content(s) described above violate(s) my rights described  
19 above or those held by the rights owner”; and the False Takedown Defendants also had to  
20 declare, under penalty of perjury, “that the information contained in this notification is correct  
21 and accurate and that I am the owner or agent of the owner of the rights described above.”

22           152. Amazon performed all of its contractual obligations.

23           153. The False Takedown Defendants breached their contractual obligations to  
24 Amazon under the Brand Registry Terms of Use and the terms for using Brand Registry’s  
25 “Report a Violation” tool by claiming ownership of a fraudulently-obtained trademark to gain  
26 access to Brand Registry, by submitting takedown notifications regarding alleged infringement  
27 of their respective trademarks using Brand Registry’s “Report a Violation” tool without a good



1 faith basis, by knowingly submitting false information using the “Report a Violation” tool, and  
2 by falsely declaring under penalty of perjury that the content complained of violated their  
3 trademark rights.

4 154. As a result of the False Takedown Defendants’ breach of their contracts with  
5 Amazon, Amazon suffered economic harm in an amount to be determined at trial.

6 **THIRD CLAIM**  
7 ***(Against the False Takedown Defendants)***  
8 **Tortious Interference with Contractual Relationship**

9 155. Amazon incorporates by reference the allegations of the preceding paragraphs as  
10 though set forth herein.

11 156. Amazon and third-party sellers who sell products in the Amazon Store have valid  
12 contractual relationships under the Amazon Services Business Solutions Agreement, available at  
13 <https://sellercentral.amazon.com/help/hub/reference/external/G1791?locale=en-US>.

14 157. On information and belief, the False Takedown Defendants had knowledge of the  
15 valid contractual relationships between Amazon and each seller of goods in the Amazon Store.

16 158. The False Takedown Defendants knowingly and intentionally submitted to  
17 Amazon false takedown notices regarding alleged infringement of their respective trademarks for  
18 an improper purpose, which interfered with Amazon’s legitimate business relationships with its  
19 selling partners.

20 159. The False Takedown Defendants’ submission of the false trademark takedown  
21 notices caused Amazon to investigate the False Takedown Defendants’ claims and remove  
22 certain listings of sellers in the Amazon Store. Those actions interfered with the business  
23 relationship and expectancy between Amazon and third-party sellers using those product listings,  
24 and made performance of the contract more expensive and burdensome.

25 160. As a result of the False Takedown Defendants’ intentional interference with  
26 Amazon’s legitimate business interests, Amazon suffered economic harm in an amount to be  
27 determined at trial.

**FOURTH CLAIM**

*(Against the False Takedown Defendants)*

**Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

161. Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

162. The False Takedown Defendants' filing of false and fraudulent trademark takedown notifications constitutes unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

163. The False Takedown Defendants' filing of false and fraudulent trademark takedown notifications harms the public interest by using false claims of infringement to undermine legitimate sales by Amazon's selling partners in the Amazon Store.

164. The False Takedown Defendants' false and fraudulent trademark takedown notifications directly and proximately cause harm to and tarnish Amazon's reputation and goodwill with consumers, and damages its business and property interests and rights.

165. Accordingly, Amazon seeks to enjoin further violations of RCW 19.86.020 and recover from the False Takedown Defendants their attorneys' fees, costs, and actual damages, trebled.

**FIFTH CLAIM**

*(Against the False Takedown Defendants)*

**Fraud (Fraudulent Brand Registry Takedown Notices)**

166. Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

167. The False Takedown Defendants knowingly misrepresented material facts regarding their rights to their respective trademarks in order to induce Amazon to permit the False Takedown Defendants to open and operate their Brand Registry accounts.

168. The Futaiphy Defendants knew that they had obtained the Futaiphy Trademark through fraud, that the mark was invalid, and that they did not have any rights to the mark. Nonetheless, by using the Futaiphy Trademark to access Brand Registry, Defendants represented to Amazon that they owned the mark and that it was valid.

1           169. The Tfnyc Defendants similarly knew that they had obtained the Tfnyc  
2 Trademark through fraud, that the mark was invalid, and that they did not have any rights to the  
3 mark. Nonetheless, by using the Tfnyc Trademark to access Brand Registry, Defendants  
4 represented to Amazon that they owned the mark and that it was valid.

5           170. Amazon relied on the False Takedown Defendants' representations regarding the  
6 validity and their ownership of their respective trademarks, as shown in the USPTO's public  
7 records regarding the marks.

8           171. The False Takedown Defendants also knowingly misrepresented information  
9 regarding existing material facts about the alleged infringement of their respective trademarks by  
10 product listings in the Amazon Store, in order to induce Amazon to grant their takedown requests  
11 and remove targeted product listings in the Amazon Store.

12           172. The False Takedown Defendants knew that their representations were false at the  
13 time they submitted the fraudulent trademark takedown notifications using the "Report a  
14 Violation" tool through Brand Registry.

15           173. Specifically, the False Takedown Defendants alleged that the listings violated  
16 their alleged trademark rights when they knew such statements to be false. Amazon did not know  
17 of the falsity of the misrepresentations, and reasonably relied on The False Takedown  
18 Defendants' false representations to its detriment.

19           174. Amazon had a right to rely on the False Takedown Defendants' representations in  
20 the submission of the trademark takedown notifications, especially given the "Report a  
21 Violation" tool's consent form requiring such representations to be true under penalty of perjury.  
22 At the time they submitted the fraudulent trademark takedown notifications to Amazon, the False  
23 Takedown Defendants could not have reasonably believed that they held any intellectual  
24 property interest in the listings they flagged as infringing. Yet the False Takedown Defendants  
25 still raised these false claims with the intent to induce Amazon's reliance and to have Amazon  
26 act upon them.

175. As a result of its reliance on the False Takedown Defendants' intentional misrepresentations, Amazon suffered economic harm in an amount to be proven at trial.

**SIXTH CLAIM**

***(Against Defendants Asin Enterprise and Morton)***  
**Fraud (Fraudulent Trademark Filings)**

176. Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

177. Asin Enterprise and Morton knowingly made false statements to the USPTO in connection with their applications to register the Futaiphy Trademark, the Tfnycy Trademark, and at least 221 other trademark applications that bad actors used to create Brand Registry Accounts and issue false takedowns in the Amazon Store.

178. Specifically, Asin Enterprise submitted trademark applications, including for the Futaiphy Trademark and the Tfnycy Trademark, that falsely bore Morton's name, credentials, and signature, even though Morton had little to no involvement with preparing or reviewing the applications. The applications falsely alleged that the marks were being used in commerce on or in connection with the applied for goods, when in fact they were not. The applications also contained fabricated specimens, which falsely purported or show use of marks on products in commerce.

179. Morton knowingly participated in, encouraged, and benefited from Asin Enterprise's misleading use of his USPTO account, name, and credentials in connection with filing fraudulent trademark applications that Morton had little or no involvement with, including the applications to register the Futaiphy Trademark and the Tfnycy Trademark.

180. Even in the rare instances where Morton actually filed trademark applications under his name, those applications contained false statements in the declarations he signed. Morton relied on Asin Enterprise to prepare each of the trademark applications and communicate with the applicants. Thus, even where Morton actually signed the applications, he performed no diligence or inquiry as to the facts he attested to in the declarations included in each application, had no contact with the actual applicants, and had no other basis for his attestations. In such

1 cases, Morton signed declarations falsely attesting to the best of his knowledge, information, and  
2 belief, formed after an inquiry reasonable under the circumstances, that the statements in the  
3 application and declaration were true, including specifically that the applied for marks were  
4 being used in commerce and that the specimens showed this alleged use in commerce.

5 181. Asin Enterprise and Morton knew that their statements in these trademark  
6 applications, including the applications to register the Futaiphy Trademark and the Tfnyc  
7 Trademark, were false.

8 182. Asin Enterprise's and Morton's false statements in the trademark applications  
9 they filed, including the applications to register the Futaiphy Trademark and the Tfnyc  
10 Trademark, were material (1) to the USPTO's decision to accept the applications and to issue  
11 registrations for some of those marks, including the Futaiphy Trademark and the Tfnyc  
12 Trademark; and (2) to Amazon's acceptance of the Brand Registry account registrations that  
13 used such marks, including the Futaiphy Trademark and the Tfnyc Trademark.

14 183. Morton and Asin Enterprise intended the USPTO to rely on their false statements,  
15 and the USPTO did in fact rely on those false statements in accepting the applications and in  
16 issuing the registrations for the Futaiphy Trademarks and the Tfnyc Trademarks. The USPTO  
17 would not have issued the registrations without Morton's and Asin Enterprise's false statements,  
18 as use in commerce and a specimen showing that use are each required before any use-based or  
19 intent-to-use based application can mature into a registration.

20 184. Morton and Asin Enterprise intended, knew, and expected that the USPTO would  
21 publish their false statements in the USPTO's public records to parties such as Amazon who rely  
22 on the accuracy and truthfulness of such trademark filings. Furthermore, Morton and Asin  
23 Enterprise knew, intended, and expected that Amazon would rely on their trademark filings  
24 when their bad-actor clients used the trademark applications and/or registrations to improperly  
25 gain access to Brand Registry, which was a primary and intended purpose of Asin Enterprise and  
26 Morton's fraudulent trademark scheme. Amazon did in fact rely on Morton's and Asin  
27 Enterprise's false statements in their trademark filings, including without limitation the

1 applications for the Futaiphy Trademark and the Tfnycy Trademark, in approving the Brand  
2 Registry registrations that used such trademarks.

3 185. Both the USPTO and Amazon were ignorant of the falsity of the statements made  
4 by Morton and Asin Enterprise in their trademark filings.

5 186. Amazon was damaged in an amount to be proven at trial by the improper creation  
6 of the Futaiphy Brand Registry Account and the Tfnycy Brand Registry Account, and by the false  
7 trademark takedowns that were submitted by the Futaiphy Brand Registry Account and Tfnycy  
8 Brand Registry Account based on the Futaiphy Trademark and Tfnycy Trademark, respectively.  
9 Amazon was further damaged by the other 221 trademark applications that Morton and Asin  
10 Enterprise filed, which were also used to improperly access Brand Registry and/or to make false  
11 and abusive notices of trademark infringement through the Brand Registry program.

#### 12 **SEVENTH CLAIM**

13 *(Against Defendants Shenzhen Luna and Chen Zhong)*<sup>17</sup>

14 **Cancellation of the Futaiphy and Tfnycy Trademarks for Fraud, and As Void *Ab Initio* for  
Lack of Use as of Filing Date, 15 U.S.C. § 1119, § 1064**

15 187. Amazon incorporates by reference the allegations of the preceding paragraphs as  
16 though set forth herein.

17 188. The Futaiphy Defendants used the Futaiphy Trademark to gain access to Brand  
18 Registry and to submit fraudulent notices of infringement to Amazon. The Tfnycy Defendants  
19 used the Tfnycy Trademark to gain access to Brand Registry and to submit fraudulent notices of  
20 infringement to Amazon. Amazon has a real interest in seeking cancellation of the Futaiphy  
21 Trademark and the Tfnycy Trademark.

22 189. Defendant Shenzhen Luna is the current owner of the Futaiphy Trademark.

23 190. Defendant Chen Zhong is the current owner of the Tfnycy Trademark.

24 191. On March 26, 2021, Defendant Asin Enterprise filed the application to register the  
25 Futaiphy Trademark on behalf of Defendant Shenzhen Luna, claiming that the mark was in use  
26

27 <sup>17</sup> Amazon is asserting this Claim against Defendant Luna with respect to cancellation of the Futaiphy Trademark, and against Defendant Chen Zhong with respect to cancellation of the Tfnycy Trademark.

1 in commerce under Section 1(a) of the Lanham Act, 15 U.S.C. §1051(a), in connection with the  
2 goods listed in the application, and submitted a specimen purporting to show such use.

3 192. On December 11, 2020, Defendant Asin Enterprise filed the application to  
4 register the Tfnycy Trademark on behalf of Defendant Chen Zhong, claiming that the mark was  
5 in use in commerce under Section 1(a) of the Lanham Act, 15 U.S.C. §1051(a), in connection  
6 with the goods listed in the application, and submitted a specimen purporting to show such use

7 193. The applications to register the Futaiphy and Tfnycy Trademarks were filed and  
8 signed under the name of Defendant Morton as attorney of record. Defendant Morton's signature  
9 appeared on each of the declarations as part of those applications attesting that: (1) "The mark is  
10 in use in commerce and was in use in commerce as of the filing date of the application on or in  
11 connection with the goods/services in the application;" and (2) "the specimen(s) shows the mark  
12 as used on or in connection with the goods/services in the application and was used on or in  
13 connection with the goods/services in the application as of the application filing date."

14 194. The applications to register the Futaiphy and Tfnycy Trademarks contained false  
15 statements. On information and belief, the applications were not prepared and filed by Defendant  
16 Morton, but were instead filed and prepared by an employee or agent of Asin Enterprise using  
17 Morton's name and credentials. The statements that the Futaiphy and Tfnycy Trademarks were in  
18 use in commerce as of the filing date of the applications and that the specimens showed such  
19 uses were also false, as the specimens were fabricated by Defendants Shenzhen Luna, Chen  
20 Zong, and/or Asin Enterprise.

21 195. Even if Morton filed the Futaiphy and Tfnycy Trademark applications, he relied  
22 on Asin Enterprise to prepare and review the content of the trademark applications and to  
23 communicate with the applicants, Defendants Shenzhen Luna and Chen Zhong. Morton  
24 performed no diligence or inquiry as to the facts he attested to in the declarations in the  
25 applications to register the Futaiphy and Tfnycy Trademarks, and he had no contact with the  
26 applicants. Nonetheless, Morton signed declarations in the Futaiphy and Tfnycy Trademark  
27 applications falsely attesting to the best of his knowledge, information, and belief, formed after



1 an inquiry reasonable under the circumstances, that the statements in the applications and  
2 declarations were true, namely, that the Futaiphy and Tfnycr Trademarks were in use in  
3 commerce and that the specimens showed this alleged use in commerce.

4 196. On information and belief, Defendants Shenzhen Luna, Chen Zhong, Asin  
5 Enterprise, and Morton knew these statements were false, as they were aware that Morton had  
6 not prepared the applications, and that the specimens were fabricated because Defendants Asin  
7 Enterprise, Shenzhen Luna, and/or Chen Zhong had created them for purpose of the filings.

8 197. Defendants Shenzhen Luna, Chen Zhong, Asin Enterprise, and Morton made  
9 these false representations to deceive the USPTO into accepting the applications and issuing the  
10 registrations for the Futaiphy and Tfnycr Trademarks.

11 198. But for these false statements, the USPTO would not have issued the registrations  
12 for the Futaiphy and Tfnycr Trademarks, because use in commerce and a specimen showing such  
13 use are each required before any use-based or intent-to-use application can mature into a  
14 registration. In reliance on these false statements, the USPTO issued the registration for the  
15 Futaiphy Trademark on March 1, 2022, and for the Tfnycr Trademark on September 21, 2021.

16 199. Amazon has been harmed and will continue to be harmed by the Futaiphy and  
17 Tfnycr Trademark registrations because Defendants Shenzhen Luna and Chen Zhong used them  
18 to improperly gain entry to Brand Registry and to issue false takedowns in Brand Registry, and  
19 the Futaiphy and Tfnycr Trademark registrations could be used again in the future to assert false  
20 takedowns in the Amazon Store if the registrations are not cancelled.

21 200. Based on the foregoing, Defendant Shenzhen Luna obtained the Futaiphy  
22 Trademark registration through fraud, and Defendant Chen Zhong obtained the Tfnycr  
23 Trademark registration through fraud, which is grounds for cancellation of the registrations in  
24 their entirety.

25 201. As a separate and additional basis for cancellation, because Defendant Shenzhen  
26 Luna was not using the Futaiphy Trademark in connection with any of the goods identified in the  
27 Futaiphy Trademark application as of the date that application was filed, and because Defendant

Chen Zhong was not using the Tfnycy Trademark in connection with any of the goods identified in the Tfnycy Trademark application as of the date that application was filed, the Futaiphy and Tfnycy Trademark registrations are also both void *ab initio*.

#### **EIGHTH CLAIM**

***(Against Defendants Shenzhen Luna, Chen Zhong, Asin Enterprise, and Morton)***  
**Civil Liability for False or Fraudulent Registration**  
**of the Futaiphy and Tfnycy Trademarks, 15 U.S.C. § 1120<sup>18</sup>**

202. Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

203. Defendants Shenzhen Luna, Chen Zhong, Asin Enterprise, and Morton procured the Futaiphy and Tfnycy Trademark registrations from the USPTO through knowingly false and/or fraudulent declarations and representations. The Futaiphy and Tfnycy Trademark applications were purported to have been signed by Morton as a U.S.-licensed attorney when, on information and belief, Morton was not actually involved in preparing, reviewing, or signing the trademark applications; the applications each contained a fabricated specimen of use that falsely purported to show use of the Futaiphy mark or Tfnycy mark in commerce when there was no such use; and the applications contained a declaration that falsely alleged that the Futaiphy and Tfnycy marks were in use in commerce.

204. The USPTO issued the registrations for the Futaiphy and Tfnycy Trademarks in reliance on Defendants Shenzhen Luna's, Chen Zhong's, Asin Enterprise's, and Morton's false statements and representations regarding the alleged use in commerce of the applied-for marks and the fabricated specimens purportedly showing that alleged use, and these Defendants intended for the USPTO to rely on these false statements and representations. Had the USPTO been aware of the falsity of these statements and representations, it would not have issued registrations for either the Futaiphy Trademark or the Tfnycy Trademark.

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<sup>18</sup> Amazon is asserting this Claim against Defendant Shenzhen Luna with respect to the Futaiphy Trademark, and against Defendant Chen Zhong with respect to the Tfnycy Trademark.

205. To gain access to Brand Registry, Amazon requires that a brand have either registered a trademark or applied for a trademark with an eligible government trademark office, including without limitation the USPTO. Defendant Shenzhen Luna obtained a registration for the Futaiphy Trademark on March 1, 2022. The Futaiphy Defendants used the Futaiphy Trademark registration to open the Futaiphy Brand Registry Account on April 2, 2021. Defendant Chen Zhong obtained a registration for the Tfnycy Trademark on September 21, 2022. The Tfnycy Defendants used the Tfnycy Trademark registration to open the Tfnycy Brand Registry Account on December 22, 2022. Had Amazon been aware that Defendants made false statements to the USPTO in support of their respective trademark applications in order to gain access to Brand Registry, Amazon would not have granted Brand Registry access to them.

206. Amazon was damaged by Defendant Defendants Shenzhen Luna's, Chen Zhong's, Asin Enterprise's, and Morton's false and fraudulent procurement of the Futaiphy and Tfnycy Trademarks because (1) the False Takedown Defendants used the Futaiphy and Tfnycy Trademarks to open the Futaiphy and Tfnycy Brand Registry Accounts and improperly gain access to Brand Registry; and (2) the False Takedown Defendants used the Futaiphy and Tfnycy Trademarks to issue fraudulent trademark takedown notices in the Amazon Store.

207. Defendants Shenzhen Luna, Chen Zhong, Asin Enterprise, and Morton are liable to Amazon for all damages and injury that Amazon has suffered as a result of the fraudulent procurement of the Futaiphy Trademark and the Tfnycy Trademark.

## **VI. PRAYER FOR RELIEF**

WHEREFORE, Amazon respectfully prays for the following relief:

A. That the Court issue an order permanently enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all others in active concert or participation with them from:

- (i) Submitting to Amazon any takedown notifications based on false assertions of rights of copyright ownership by any means or otherwise

violating 17 U.S.C. § 512(f), whether as written submissions, through the “Report Infringement” form, or using the “Report a Violation” tool;

- (ii) enrolling or attempting to enroll in Amazon’s Brand Registry program;
- (iii) filing fraudulent trademark applications or other fraudulent declarations and statements with the USPTO in connection with trademark applications or registrations in order to gain access to Brand Registry or to issue false trademark takedown notices for content in Amazon’s stores;
- (iv) issuing fraudulent trademark takedown notices using Brand Registry; and
- (v) assisting, aiding, or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (iv) above;

B. That the Court enter judgment in Amazon’s favor on all claims;

C. That the Court enter an order requiring Defendants to pay all general, special, and actual damages that Amazon has sustained or will sustain as a consequence of Defendants’ unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by RCW 19.86.020;

D. That the Court enter an order requiring Defendants to pay the maximum amount of prejudgment interest authorized by law;

E. That the Court enter an order requiring Defendants to pay the costs of this action and Amazon’s reasonable attorneys’ fees and other costs incurred in prosecuting this action, as provided for by 17 U.S.C. § 512(f), RCW 19.86.020, or otherwise allowed by law;

F. That the Court enter an order requiring identified financial institutions restrain and transfer to Amazon all amounts arising from Defendants’ unlawful activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment in this case;

G. That the Court enter an order requiring Defendant Asin Enterprise to disable, transfer to Amazon, and cease hosting the asintm.com domain and any other domains and websites through which Asin Enterprise engages in the aforementioned enjoined activities;

1 H. That the Court enter an Order authorizing Amazon to give notice of the injunction  
2 to the domain registrars, domain hosts, and domain registries for asintm.com and any other  
3 domains and websites through which Defendant Asin Enterprise engages in the aforementioned  
4 enjoined activities, and to require those registrars, hosts, and registries (1) to transfer to Amazon  
5 control and ownership of the asintm.com domain and any other domains and websites through  
6 which Asin Enterprise engages in the aforementioned enjoined activities, and (2) to cease  
7 providing services to Asin Enterprise involving hosting, facilitating access to, or providing any  
8 supporting services to asintm.com and any other domains and websites through which Asin  
9 Enterprise engages in the aforementioned enjoined activities;

10 I. That the Court enter an order under 15 U.S.C. § 1119 cancelling the registration  
11 for the Futaiphy Trademark and Tfnyct Trademark in their entirety; and

12 J. That the Court grant Amazon such other, further, and additional relief as the  
13 Court deems just and equitable.

14  
15 DATED this 16<sup>th</sup> day of September, 2024.

16 DAVIS WRIGHT TREMAINE LLP  
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